



REQUEST FOR QUOTATION (RFQ)

NAME AND ADDRESS OF FIRM	DATE: October 13, 2017
	REFERENCE: RFQ/059/17 – Supply of Field Equipment.

Dear Sir / Madam:

We kindly request you to submit your quotation for supply of field equipment, as detailed in **Annex 1** of this Request.

When preparing quotation, please be guided by the form provided in **Annex 2**.

Quotations shall be submitted on or before **17.00 Tashkent time October 27, 2017** via e-mail or courier mail to the address specified below:

United Nations Development Programme (UNDP)

Republic of Uzbekistan, Tashkent

Mirabad Street, 41/3

Procurement Unit UNDP in Uzbekistan

Electronic version of your quotation shall be submitted to bids.uz@undp.org¹.

Quotation submitted by e-mail must be limited to a maximum size of **5 MB**, virus-free and consist of no more than 3 email transmissions. Otherwise, such quotations will be rejected. The following shall be on the subject of e-mail sent to bids.uz@undp.org:

Subject: RFQ/059/17 – Tender for “Supply of Field Equipment”².

If you submit your quotation to the above specified address, you shall ensure marking the envelope as follows:

“TO: UNDP in Uzbekistan

ATTENTION: QUOTATION OPENING UNIT

SEALED QUOTATION: RFQ/059/17

VENDOR: (NAME AND ADDRESS OF YOUR COMPANY)

SUBMISSION DEADLINE: 17.00 (Tashkent time (GMT+5), October 27, 2017

Quotations shall not be opened at entrance desk”

It shall remain your responsibility to ensure that your quotation will reach the specified address on or before the specified deadline. Quotations received by UNDP after the above specified deadline, for whatever reason, will not be considered. If you submit your quotation via e-mail, you are kindly requested to ensure that it was signed and saved in the pdf format, as well as free of viruses or corrupted files.

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

Delivery Terms (Incoterms 2010)	CIP Tashkent
Customs clearance, if required, shall be done by:	UNDP Uzbekistan

¹ Quotations submitted to other e-mail addresses will not be accepted and will be rejected.

² Quotations that do not contain the specified subject or reference to the tender number in the subject line of e-mail message will not be opened and will be rejected.

Exact Address/es of Delivery and Installation locations	41/3, Mirabad Street, Tashkent, 100015, Uzbekistan
Delivery of Shipping Documents	For International suppliers, the cargo shall come to the name of UNDP CO Uzbekistan. If goods are supposed to be exported to the end user it shall be followed with invoice (2 originals) and packing list (2 originals), with other quality confirmation documents if required. Also, all documents required under INCOTERMS 2010
Latest Expected Date for Delivery / Performance of Works	As soon as possible but not more than 30 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	<input checked="" type="checkbox"/> As per standards
Mode of Transport	<input checked="" type="checkbox"/> Air <input checked="" type="checkbox"/> Land
Preferred Currency of Quotation	<input checked="" type="checkbox"/> US Dollars; or <input checked="" type="checkbox"/> Local Currency: Uzbek Soums
VAT on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-Sales Services Requirements	<input checked="" type="checkbox"/> Standard manufacturer's Warranty, but not less than 12 months
Deadline for Submission of Quotation	17:00, October 27, 2017 Tashkent (GMT+5)
All documentation, including catalogues, instructions and operating manuals will be submitted in the following language:	<input checked="" type="checkbox"/> English; or <input checked="" type="checkbox"/> Russian Documents submitted in other than English and/or Russian languages shall be translated to English or Russian language
Documents to be submitted	<input checked="" type="checkbox"/> Duly completed Form as provided in the Annex 2 , in accordance with the list of requirements stipulated in Annex 1 <input checked="" type="checkbox"/> Information on founders and about co-ownership/incorporatorship or other direct and indirect interests in other companies, using the form provided in Part 2 of the Annex 2 <input checked="" type="checkbox"/> Company profile with detailed information (company title, address, contact details, etc.), using the form provided in Part 3 of the Annex 2 <input checked="" type="checkbox"/> Contact details (e-mail, phone, web-site) of clients whom the Offeror supplied machinery (including sport and field equipment) for the last 3 years <input checked="" type="checkbox"/> At least 2 (two) successfully fulfilled contracts signed by the Offeror's company and its clients; such contracts shall stipulate supply of machinery (including field equipment) by the Offeror of the for the last 3 (three) years, using the form provided in Part 4 of the Annex 2 <input checked="" type="checkbox"/> Certified copy of valid certificate of state registration of Offeror's company (a copy certified by signature and seal of an authorized representative of the Offeror) <input checked="" type="checkbox"/> Manufacturer's Authorization Letter issued in favour of the bidder allowing selling their product to UNDP (if Supplier is not the manufacturer). The same document must demonstrate that the manufacturer takes an obligation to reserve required quantity of goods offered by the bidder for the tender should the bidder selected <input checked="" type="checkbox"/> Written Self-Declaration confirming that the company is not included in

	<p>the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List;</p> <p><input checked="" type="checkbox"/> Certified copy of the page from the company's Charter, where information about founders is provided (a copy certified by signature and seal of an authorized representative of the Offeror);</p> <p>Failure to provide any of the above specified documents will serve as a ground for disqualifying the Offeror from the tender by declaring it as technically non-compliant.</p>
List of documents to be requested by UNDP additionally from the three lowest priced bid Offerors ³	<p><input checked="" type="checkbox"/> (a) Copy of Financial/Accounting Reports verified/certified by a third party (such as tax committee, audit company or other similar agencies) for the last two years; OR (b) a bank statement from the Offeror's bank, issued not more than 30 days prior to the bid submission or tender date, stating that the Offeror has available or has access to liquid assets in the amount not less than the contract's value (assets that can be readily converted to cash), to cover the construction/supply transactions cash flow under the contract.</p> <p><input checked="" type="checkbox"/> UNDP reserves the right to request copies of documents that confirm successful performance of own contractual obligations under the contracts that shall be provided by the Offeror as a proof of work experience in the field of supply of machinery (including field equipment)</p>
Period of Validity starting from Quotations Submission Date	<p><input checked="" type="checkbox"/> 60 calendar days from Bid Opening date</p> <p>In exceptional circumstances, UNDP may request the Offeror to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. In such case the extension shall be confirmed in writing, without any modification whatsoever of the Quotation.</p>
Partial Quotations	<input checked="" type="checkbox"/> Not permitted. Partial Quotation will be rejected.
Payment Terms	<p><u>Payment to local Vendors (legal address in Uzbekistan):</u></p> <p><input checked="" type="checkbox"/> in US Dollars: 15% advance payment after signing the contract by both parties and 85% final payment upon delivery and acceptance of goods by UNDP.</p> <p><input checked="" type="checkbox"/> in UZS: 15% advance payment after signing the contract by both parties and 85% final payment upon delivery and acceptance of goods by UNDP.</p> <p><u>For foreign Vendors, in US Dollars (registered outside of Uzbekistan):</u></p> <p><input checked="" type="checkbox"/> 100% payment after delivery and acceptance of goods by UNDP.</p>

³ Non-provision of any of additionally requested documents provided in this section will serve as a ground for disqualification of the Quotation.

Liquidated Damages	0.5% of total contract amount for each day of delay, up to a maximum 10% of the contract amount, along with subsequent termination of the contract without right to reimburse incurred expenditures
Evaluation criteria	<input checked="" type="checkbox"/> Technical compliance/Full compliance with requirements and the lowest price ⁴ <input checked="" type="checkbox"/> Full acceptance of the PO / Contract General Terms and Conditions <input checked="" type="checkbox"/> Strong financial position: (a) Liquidity ratio for the last two years not less than 1, if financial reports were presented, OR (b) Confirmation from bank regarding strong financial position of the Offeror in line with requirements specified above <input checked="" type="checkbox"/> At least 2 contracts for supply of machinery (including field equipment) performed by the Offeror in the last 3 years <input checked="" type="checkbox"/> Demonstrated availability of a permanent office reachable via landline phone and permanent staff of at least 5 persons
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Vendor
Type of Contract to be signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Termination of Contract if the delivery/completion is delayed by more than 30 calendar days
Payment Terms	<input checked="" type="checkbox"/> Passing Inspection <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 General Terms and Conditions (GTC) shall become the grounds for disqualification from procurement process.
Contact Person (Written inquiries only)	UNDP CO in Uzbekistan, Procurement Unit 41/3, Mirobod Street, Mirobod District, Tashkent city Fax: (+998 71) 1203485 E-mail: pu.uz@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission of Quotation, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Offerors.
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;

⁴ UNDP reserves the right not to award the contract to the lowest priced Quotation, if the second lowest price among the responsive Quotation is found to be more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can cover the price difference. The term "more superior" as used in this provision shall refer to Quotations that have exceeded the pre-determined requirements established in the specifications.

Other	<p>Offers submitted by two (2) or more Vendors shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a. they have one controlling partner, director or shareholder in common; or b. any one of them receives or has received any direct or indirect subsidy from the other/s; or c. they have the same legal representative/office for purposes of this tender; or they have the same lawful representative for purposes of this RFQ; or d. they have a relationship with each other (directly or through third parties) that puts them in a position to have access to information about this tender, or to influence on the Quotation of the second Vendor; e. or they have a direct relationship with each other or through third party that puts them in a position to have access to information about, or to influence the Quotation of another Vendor regarding this tender (RFQ)
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Works offered shall be reviewed based on completeness and compliance of the Quotation with the requirements described above, as well as any other similar UNDP requirements as provided in Annexes.

The contract shall be awarded to the Quotation that complies with bill of quantities, requirements and offers the lowest price, as well as meets all other indicated evaluation criteria. Any quotation that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP (obtained by multiplying the unit price and quantity); meanwhile, the unit price shall prevail and shall be used to correct the total price. If a Vendor does not agree with the final price based on UNDP's re-calculation and correction of errors, its Quotation will be rejected.

After UNDP has identified the lowest price Quotation, UNDP reserves the right to award the contract based only on offered prices of the goods in the event that the transportation cost (freight and insurance) is found to exceed UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

No variations in total price due to price 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 or goods, by maximum of twenty five per cent (25%) of the total Quotation, 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 unconditionally accepts the General Terms and Conditions of UNDP attached herein as Annex 3.

UNDP is not obliged to accept any Quotation, nor award a contract or Purchase Order, nor bear responsibility for any costs associated with a service Vendors' preparation and submission of a Quotation, regardless of the outcome or the manner of conducting the selection process.

UNDP's Vendor protest procedure is intended to grant an opportunity to appeal against tender results for persons or firms not awarded a purchase order or contract in a competitive procurement process. If you believe you have not been fairly treated, you can find detailed information about protest procedures through the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>.

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

UNDP implements a zero tolerance policy in relation to fraud and other prohibited activities, and expresses its commitment to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Vendors to adhere to the UN Supplier Code of Conduct provided on the following web-site: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>.

Thank you and we look forward to receiving your Quotation.

Best regards,

Procurement Unit
UNDP in Uzbekistan

Technical Specifications

#	Item/s to be Supplied	Quantity	Description/Specifications of Goods	Latest Delivery Date
1	TENT	10 (ten)	<ul style="list-style-type: none"> - Capacity: 2 people - Entrance: 2 - Number of Tambours: 2 - Inner size: 221x140x109 cm (approximate) - External size: 221x292x109 cm (approximate) - Package size (approximate): 18x65 cm - Carcass: Durable steel 8-9 mm - Bottom: 70D 210T Nylon Taffeta with polyurethane coating, water resistance - External tent: 75D 185T polyester ripstop with polyurethane coating, water resistance - Inner tent: 70D 190T nylon taffeta 	30 calendar days from the day of signature of the Purchase Order (PO) by both parties
2	TENT	5 (five)	<ul style="list-style-type: none"> - Capacity: 3 people - Entrance: 2 - Number of Tambours: 2 - Inner size: 221x140x109 cm (approximate) - External size: 221x292x109 cm (approximate) - Package size (approximate): 20x62 cm - Carcass: Durable steel 8-9 mm - Bottom: 70D 210T Nylon Taffeta with polyurethane coating, water resistance - External tent: 75D 185T polyester ripstop with polyurethane coating, water resistance - Inner tent: 70D 190T nylon taffeta 	30 calendar days from the day of signature of the Purchase Order (PO) by both parties
3	SLEEPING BAG	30 (thirty)	<ul style="list-style-type: none"> - Weight (kg): 2-3 - Temperature: -10-20/0 - Outer layer fabric (bottom): Poly Taffeta 210T small RipStop W/R Cire\r\n - Inner layer fabric: 35% cotton 65% polyester - Size (approximate): 230x80 cm - Type: cocoon 	30 calendar days from the day of signature of the Purchase Order (PO) by both parties
4	BACKPACK – expedition	30 (thirty)	<ul style="list-style-type: none"> - Weight: 1.5-2 kg - Dimensions (approximate): 40 x 86 x 42 cm (WxHxD) - Volume: 4750 cu in. (75-80 L) - Material: 420D Polyester Ball Shadow and 420D Polyester Oxford 	30 calendar days from the day of signature of the Purchase Order (PO) by both parties

5	Flashlight (headlamp)	30 (thirty)	<ul style="list-style-type: none"> - Bulb Type: 2 LED - Power Source: AAA - Battery Location: Front - Headband Type: Single elastic strap - Lighting Time: 150-200 hrs - Dimming Switch: Yes - Lighting range: Yes - Waterproof: Yes - Weight: With batteries 2.8oz (80g) 	30 calendar days from the day of signature of the Purchase Order (PO) by both parties
6	BINOCULAR	30 (thirty)	<ul style="list-style-type: none"> - Magnification (x): 10 - Objective Diameter (mm): 50 - Angular field of view (real/degree): 6.5 - Angular field of view (apparent/degree): 65 - Field of view at 1000 meters (m): 114 - Exit pupil (mm): 5 - Relative brightness: 25 - Eye relief (mm): 11.8 - Close focusing distance (m): 7 - Interpupillary distance (mm): 56-72 - Weight (g): 970 - Length (mm): 184 - Width (mm): 193 	30 calendar days from the day of signature of the Purchase Order (PO) by both parties
7	Water bottle (thermos type)	30 (thirty)	<ul style="list-style-type: none"> - Weight (kg): 0.5 - Insulation: Yes - Liquid capacity: 0.5 Liter - Bottle opening: Medium - Cap type: Bite Valve 	30 calendar days from the day of signature of the Purchase Order (PO) by both parties
8	Field First Aid Kit	30 (thirty)	<p>Field First Aid Kit in a box including:</p> <ul style="list-style-type: none"> - 1 Hospital Tape 1" x 5yd (2.5 cm x 4.5m) - 15 Adhesive Strips ¾" x 3" (2x7cm) plastic - 5 Butterfly closures - 4 Sanitary Napkins - 1 Stretch Roller Gauze 2" x 5yds (5 cm x 4.5 m) - 5 Gauze Pads 2"x2" (5 cm x 5 cm) - 1 Tensor Bandage 3" x 5yds (7.5 cm x 4.5 m) - 2 Triangular Bandage (w/2pins) - 10 Sting Stop Wipes - 1 Scissors, Bandage (s/s 5 ½"/14 cm) - 1 Splinter Forceps (s/s 4 ½"/11 cm) - 10 Antiseptic Wipes - 10 Wet Wipes - 2 Latex Gloves, Large - 3 Instant Cold Packs 	30 calendar days from the day of signature of the Purchase Order (PO) by both parties

9	Ice axe (ice pick)	15 (fifteen)	<ul style="list-style-type: none"> - pick tapers to 3 mm at the tip - reduced pick height - weights may be used to optimize the balance of the ice axe - special profile of the pick - tapered upper edge for better ice cutting - beveled lower teeth - material(s): steel 	30 calendar days from the day of signature of the Purchase Order (PO) by both parties
10	Field Utensils	30 (thirty)	<ul style="list-style-type: none"> - Plate: 20-25 cm (diameter) - Bowl: 19-20 cm - Cup: 0.3-0.5 L capacity - Stainless set: 16-17 cm fork, spoon and knife 	30 calendar days from the day of signature of the Purchase Order (PO) by both parties
11	Walking & Trekking Sticks/Pole	60 (sixty)	<ul style="list-style-type: none"> - Item weight: 0.5 kg - Package dimension: 5 x 9 x 64 cm - Color: black, grey, blue 	30 calendar days from the day of signature of the Purchase Order (PO) by both parties

FORM FOR SUBMISSION OF VENDOR'S QUOTATION⁵

(This Form must be submitted only using the Vendor's Official Letterhead/Stationery⁶)

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/059/17 for "Supply of Field Equipment"

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

Item No.	Description/Specification of Goods ⁷	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
1	TENT (capacity 2 people)	10 (ten)	30 calendar days from the day of signature of the Purchase Order (PO) by both parties		
2	TENT (capacity 3 people)	5 (five)			
3	Sleeping bag	30 (thirty)			
4	BACKPACK – expedition	30 (thirty)			
5	Headlamp (Flashlight)	30 (thirty)			
6	Binocular	30 (thirty)			
7	Water bottle (thermos type)	30 (thirty)			
8	Field First Aid Kit	30 (thirty)			
9	Ice axe (Ice pick)	15 (fifteen)			
10	Field Utensils	30 (thirty)			
11	Walking & Trekking Sticks/Pole	60 (sixty)			
	Total Prices of Goods ⁸				
	Add: Cost of Transportation				
	Add: Cost of Insurance				
	Add: Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

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>
Deadline for performance of works (30 calendar days)			
Country/ies of Origin:			
Validity of Quotation (60 calendar days upon Bid Opening date)			
Payment Terms: <u>Payment to local Vendors (legal address in Uzbekistan):</u> <input checked="" type="checkbox"/> in US Dollars: 15% advance payment after signing the contract by both parties and 85% final payment upon delivery and acceptance of goods by UNDP. <input checked="" type="checkbox"/> in UZS: 15% advance payment after signing the contract by both parties and 85% final payment			

⁵ This serves as a guide to the Vendor in preparing the quotation and price schedule.

⁶ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

⁷ The Offeror must indicate model and technical specification of offered product that must meet minimum characteristics described in Annex 1

⁸ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

upon delivery and acceptance of goods by UNDP. <u>For foreign Vendors, in US Dollars (registered outside of Uzbekistan):</u> <input checked="" type="checkbox"/> 100% payment after delivery and acceptance of goods by UNDP.			
All Provisions of the UNDP General Terms and Conditions			
Other requirements [pls. specify]			

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

We declare that we are not in the UN Security Council 1267/1989 List, UN Procurement Division List or other UN Ineligibility List.

Name and signature of authorized person]
[Position]
[Date]
[Stamp of the company]

Part 2: DECLARATION OF INTEREST

Dear Sir/Madam,

We/I, _____ (Name and Title), as Director/Founder of _____ Company, declare that:

- (a) Have no financial and other interests in, association or relationship with, are not employed and do not have relatives (i.e. spouse, parents, children or siblings) employed by the United Nations Development Programme (UNDP) or the Government of Uzbekistan that announced the tender; and do not have access to information about, or influence on the selection process for this tender;
- (b) Have no common controlling partner, director, shareholder, legal representative for the purposes of this tender with any other entity submitting its Quotation under this tender; are not subcontracting or are subcontractors to other entities for the purposes of this tender; and that the experts proposed in the team do not participate in more than one Quotation for this tender;
- (c) Are not involved in activities that could have an impact on the objectivity and independence of the Contractor's team in carrying out its duties under the contract or can affect the image of the United Nations and the Government of Uzbekistan.

We certify that the information stated is true, correct and complete to the best of our knowledge and belief. We are obliged to comply with all requests for additional information, documentation, clarification and/or verification concerning the Declaration of Interest statement.

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

We declare that we are not in the UN Security Council 1267/1989 List, UN Procurement Division List or other UN Ineligibility List.

Name and signature of authorized person]

[Position]

[Date]

Stamp of the company]

Part 3: COMPANY PROFILE

1. Offeror's Legal Name [insert Offeror's legal name]		
2. In case of Joint Venture (JV), legal name of each party: [insert legal name of each party in JV]		
3. Actual or intended Country/ies of Registration/Operation: [insert actual or intended Country of Registration]		
4. Year of Registration in its Location: [insert Offeror's year of registration]		
5. Countries of Operation	6. No. of permanent staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: [insert Offeror's legal address in country of registration]		
9. Value and Description of Top two (2) Biggest Contracts for the past three (3) years		
10. Latest Credit Rating (Score and Source, if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Offeror's Authorized Representative Information		
Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

Name and signature of authorized person]
 [Position]
 [Date]
 [Stamp of the company]

PART 4: PERFORMANCE OF SIMILAR CONTRACTS. *

Name of delivered goods	Terms of the contract (year, month)	Cost of work	Customer (Company name, full name of the contact person, telephone)

*Requires at least two similar contracts during last 3 years on supply of machinery (including field and sport equipment).

Name and signature of authorized person]

[Position]

[Date]

[Stamp of the company]

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 licenses, 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. 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.