

# REQUEST FOR QUOTATION (RFQ)

Companies	DATE: 27 March 2018
	REFERENCE: RFQ/009/18 – Supply of inflatable boats with outboard motor

Dear Sir / Madam:

We kindly request you to submit your quotation for supply of inflatable boats with outboard motor, 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 (GMT 5+), 10 April 2018 and via e-mail, or courier mail to the address below:

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

Electronic version of your quotation must be sent to [bids.uz@undp.org](mailto:bids.uz@undp.org)<sup>1</sup>.

Quotations submitted by email must be limited to a maximum of 5 MB, virus-free and no more than 2 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):

**RFQ/009/18 –Supply of inflatable boats with outboard motor<sup>2</sup>**

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]	<input checked="" type="checkbox"/> CIP Tashkent
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> UNDP
Exact Address of Delivery Location	Tashkent, Uzbekistan
Distribution of shipping documents	For International suppliers, the cargo shall arrive to Tashkent city for the name of UNDP CO in Uzbekistan. Goods are supposed to be exported to the end-user with invoice (2 originals) and packing list (2 originals), with other quality confirmation documents if required. In addition, all documents under INCOTERMS 2010.
Latest Expected Delivery Date and Time	<input checked="" type="checkbox"/> 60 calendar days from the issuance of the Purchase Order (PO)

<sup>1</sup> Quotations submitted to other email accounts will not be accepted and will be declined.

<sup>2</sup> Email submission that will not contain this subject or without reference to subject tender will not be opened and will be declined.

Delivery Schedule	<input checked="" type="checkbox"/> Not Required	
Mode of Transport	<input checked="" type="checkbox"/> AIR	<input checked="" type="checkbox"/> LAND
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars to foreign suppliers; <input checked="" type="checkbox"/> Local Currency: Uzbekistan Som (UZS) to Uzbekistan based Suppliers	
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"/> Warranty on Parts and Labor for minimum period of 12 months <input checked="" type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair within 12 months	
Deadline for the Submission of Quotation	10 April 2018, Tashkent time 18:00 (GMT +5)	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English and/or <input checked="" type="checkbox"/> Russian  Bids and supporting documents in other than English or Russian languages must have translated into above either language version.	
List of mandatory documents to be submitted by Offeror's together with their Quotations by the deadline set above	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Part 1 of Annex 2, and in accordance with the list of requirements in Annex 1 <input checked="" type="checkbox"/> Declaration of owners' interest in other companies using form provided in Part 2 of Annex 2 <input checked="" type="checkbox"/> Company's profile with detailed information (name of the company, address, contact details etc.) using form provided in Part 3 of Annex 2 <input checked="" type="checkbox"/> Contact details (email, telephone, website) of clients whom the bidder supplied boats (marine transport) for Lot 1 and outboard motor (boat motors) for Lot 2 in the last 3 years. At least 2 contracts for supply of boats (marine transport) for Lot 1 and outboard motor (boat motors) for Lot 2 is must using form provided in Part 4 of Annex 2 <input checked="" type="checkbox"/> A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users <sup>3</sup> <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"/> Verified copy of the latest valid business registration certificate of the Offeror's company <sup>4</sup> <input checked="" type="checkbox"/> Quality Certificates (ISO, etc.), Catalogue with details description of offered product with pictures <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division list or other UN Ineligibility List	
List of documents to be requested by UNDP	<input checked="" type="checkbox"/> (a) Verified by third party (tax agency or other authorized body) copy of Financial Reports for the last two years	

<sup>3</sup> Mandatory for the supply of imported goods

<sup>4</sup> Verified by the signature of the authorized Offeror's representative and Offeror's company stamp/seal

additionally from the three lowest priced bid Offerors <sup>5</sup>	OR (b) a bank statement from Offeror's bank, issued not less than 30 days prior the bid submission or quotation date, that Offeror has available or has access to liquid assets (asset that can be readily converted to cash), to meet the obligations/supply cash flow for the contract of not less than Offeror's bid value.
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 60 calendar days after deadline for submission of quotation 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"/> Lot based incomplete/partial quotes are not allowed. Quotes can be submitted for each Lot separately.
Payment Terms	<b><u>To Local Supplier (Company registered in Uzbekistan):</u></b> <input checked="" type="checkbox"/> 15% advance payment and 85% final payment will be paid in Uzbek Soums (UZS) by bank transfer to the Supplier's account after delivery and acceptance of goods; <b><u>To Foreign Suppliers (Company registered outside Uzbekistan):</u></b> <input checked="" type="checkbox"/> 100% payment will be by bank transfer to the Supplier's account after delivery and acceptance of goods.
Liquidated Damages	Will be imposed under the following conditions: <input checked="" type="checkbox"/> Penalty will be applied as percentage of contract price per day of delay: 0.1%, but up to maximum 20% of total contract value <input checked="" type="checkbox"/> Next course of action: penalty and termination of contract and return of advance payment if applicable
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <input checked="" type="checkbox"/> Strong financial position: (a) <u>Liquidity ratio for the last two years not less than 1 if financial statements are presented</u> <u>OR</u> <u>(b) Confirmation from bank on financial strength of the Offeror as per requirement outlined above</u> <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> At least 2 contracts for supply of boats (marine transport) for Lot 1 and outboard motor (boat motors) for Lot 2 successfully performed in the last 3 years. <input checked="" type="checkbox"/> Demonstrated 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 or several suppliers. UNDP reserves the right to award contract on each Lot separately or single contract for both lots as per results of offers evaluation. UNDP will not consider offers, which include subcontracting.
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order (PO)
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if amount of penalty for delay in delivery exceeds 20% from total contract value
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ

<sup>5</sup> Non-provision of any of additionally requested documents provided in this section will serve as a ground for disqualification of the Offer

	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, Fax: (+998 71) 1203485 Email: <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 Offerers shall all be rejected if they are found to have <u>any</u> of the following: <ol style="list-style-type: none"> <li>they have at least one controlling partner, director or shareholder in common; or</li> <li>any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>they have the same legal representative for purposes of this RFQ;</li> <li>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</li> <li>influence on the Offer of, another Offerer regarding this RFQ process;</li> <li>they are subcontractors to each other's Offer, or a subcontractor to one Offer also submits another Proposal under its name as lead Offerer; or</li> <li>an expert proposed to be in the team of one Offerer 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.</li> </ol>

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

The requested equipment will be used as a water transport on river/canal for hydrometeorology works.

No	Items to be Supplied	Qty	Description / Specifications of Goods		Latest Delivery Date
Lot-1. Inflatable boat					
1	Inflatable boat	2 pcs	Application:	For use as a water transport on river/canal	Not more than 60 working days from day of signing contract by both parties
			Length:	3600-3800 mm	
			Length of cockpit:	2400-2600 mm	
			Width:	1770-1900 mm	
			Width of cockpit:	840-900 mm	
			Diameter of cylinder:	450-550 mm	
			Passenger capacity:	4-5 pers.	
			Carrying capacity:	580-650 kg	
			Number of compartments:	3+1	
			Transom height:	400-550 mm	
			Mass of product in complete set:	70-80 kg	
			Accessories which should be included: Oars (2pcs), pump, bag for packing (3pcs), repair kit, bottom boards, wooden thwart (seats, 2 pcs), instruction, metal eyebolts on transom, 2 life vests		
Lot-2. Outboard engine					
1	Outboard engine	2 pcs	Type of equipment:	Outboard engine	Not more than 60 working days from day of signing contract by both parties
			Application:	Used as motor for inflatable boats	
			Power (hp):	15-20 hp	
			Number of strokes:	two-stroke engine	
			Weight:	36-40 kg	
			Swept volume (cubic cm):	246-260	
			Number of cylinders:	2	
			Maximum revolutions per minute:	5500	
			Fuel type:	Petrol (80 RON)	
			Ignition system:	CDI	
			Cooling system:	liquid	
			Gear shift:	forward, neutral, reverse	
			Recommended transom height (mm)	for long shaft 508 for short shaft 442	
			Possibility of movement in shallow water:	yes	
			Fuel tank (l):	24-30 liters.	
Propeller screw:	3-blade				

			<b>Equipment must come with the following options:</b> Emergency stop cable, set of tools	
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*[Enter name of authorized staff]*

*[Designation]*

*[Click here to enter a date]*

## FORM FOR SUBMITTING SUPPLIER'S QUOTATION

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

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/009/18.

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

Item No.	Items to be supplied	Quantity	Description/Specifications of Goods <sup>6</sup>	Unit Price (type of currency)	Total Price (type of currency)
Lot-1. Inflatable boat					
1	Inflatable boat	2 pcs			
	Total Prices of Goods <sup>7</sup>				
	Add: Cost of Transportation				
	Add: Cost of Insurance				
	Add: Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				
Lot-2. Outboard engine					
1	Outboard engine	2 pcs			
	Total Prices of Goods				
	Add: Cost of Transportation				
	Add: Cost of Insurance				
	Add: Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

**Table 2 – Table of technical compliance of the offered goods**

Parameters	Description / Specifications of Goods (required)	Description / Specifications of Goods (offered) <i>Please indicate parameters of the offered goods</i>
<b>Lot-1. Inflatable boat</b>		
Application:	For use as a vehicle when traveling on water	<i>Please indicate for the offered goods:</i> <i>Model: _____</i> <i>Manufacturer: _____</i> <i>Country of origin: _____</i>
Length:	3600-3800 mm	
Length of cockpit:	2400-2600 mm	
Width:	1770-1900 mm	
Width of cockpit:	840-900 mm	
Diameter of cylinder:	450-550 mm	
Passenger capacity:	4-5 pers.	
Carrying capacity:	580-650 kg	
Number of compartments:	3+1	
Transom height:	400-550 mm	

<sup>6</sup> Please provide description of offered product, model and brand name, that must meet minimum technical specifications provided in Annex 1 above

<sup>7</sup> Pricing of goods should be consistent with the INCO Terms indicated in the RFQ



Mass of product in complete set:	70-80 kg	
Accessories:		
Oars (2 pcs)	Yes	
Pump	Yes	
Bag for packing (3 pcs)	Yes	
Repair kit	Yes	
Bottom boards	Yes	
Wooden thwart (seats, 2 pcs)	Yes	
Instruction	Yes	
Metal eyebolts on transom	Yes	
2 life vests	Yes	
<b>Lot-2. Outboard engine</b>		
Type of equipment:	Outboard engine	
Application:	for transportation of small boats and water crafts	
Power (hp):	15-20 hp	
Number of strokes:	two-stroke engine	
Weight:	36-40 kg	
Swept volume (cubic cm):	246-260	
Number of cylinders:	2	
Maximum revolutions per minute:	5500	
Fuel type:	Petrol (80 RON)	
Ignition system:	CDI	
Cooling system:	liquid	
Gear shift:	forward, neutral, reverse	
Recommended transom height (mm)	for long shaft 508 for short shaft 442	
Possibility of movement in shallow water:	yes	
Fuel tank (l):	24-30 liters.	
Propeller screw:	3-blade	
Emergency stop cable:	Yes	
Set of tools	Yes	

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

**TABLE 3: 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>
Terms of supply of equipment at final destination within 60 days			
Warranty and After-Sales Requirements			
a) Minimum one (1) year warranty on both parts and labor			
b) Service Unit to be Provided when the Purchased Unit is Under Repair			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

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

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

*[Designation]*

*[Date]*

## PART 2: DECLARATION OF INTEREST

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Dear Sir/Madam,

We/I, \_\_\_\_\_ (Name and Title), as shareholder(s)/owner(s) 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 RFQ; and do not have access to information about, or influence on the selection process for this RFQ
- b) Have no common controlling partner, director, shareholder, legal representative for the purposes of this RFQ with any other entity submitting its Quotation under this RFQ; are not subcontracting or are subcontractors to other entities for the purposes of this RFQ; and that the experts proposed in the team do not participate in more than one Quotation for this RFQ
- 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 RFQ.

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

### PART 3: COMPANY PROFILE

1. Offeror's Legal Name <i>[insert Bidder's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>		
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 <sup>8</sup> : <i>[insert Bidder's legal address in country of registration]</i>		
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: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
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 the Supplier's Authorized Person]*  
*[Designation]*  
*[Date]*

<sup>8</sup> You must specify address of permanent office, landline telephone numbers

**PART 4: EXPERIENCE IN SIMILAR NATURE\***

Name of the good supplied	Delivery period (month, year)	Amount of the contract	Client (Name, contact person, telephone, email)

\* - At least 2 contracts for the last 3 years for supply of boats (marine transport) for Lot 1 and outboard motor (boat motors) for Lot 2 is must

*[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.