

21 January 2015

INVITATION TO BID
(Case ref. UNDP/PSO/ITB/403149)

Dear Sir/Madam,

Subject: **Procurement of Alpha-Cypermethrin, 5%WP for Indoor Residual Spraying (IRS) against malaria vectors in Tajikistan (Ref. UNDP/PSO/ITB/403064)**

The Procurement Support Office (PSO) of the United Nations Development Programme (UNDP) invites you to submit a bid (offer) to supply Alpha-Cypermethrin, 5%WP for Indoor Residual Spraying (IRS) programme against malaria vectors in Tajikistan in accordance with these solicitation documents. This procurement is done in support to the Global Fund financed project to fight Malaria in Tajikistan implemented by UNDP in a capacity of the Principal Recipient of the GF grant.

To enable you to prepare and submit a responsive bid (offer) which has to meet the requirements of a subsequent contract, if awarded, please kindly note the following requirements, terms and conditions:

1. **Bid deadline.**
Complete bid (offer) prepared and submitted in conformity with the solicitation documents must reach UNDP/PSO not later than **12 February 2015, 12:00 am (Copenhagen time)** at the email address: psobid tender@undp.org. Please do not submit your offer to any other email address (es), otherwise your offer will be rejected. Please note that bid (offer) should be limited to a maximum of 5MB per each email including its attachments. There is no limit on the number of e-mail messages for the offer.
2. **Solicitation documents.**
Your offer is subject to the instructions provided in this letter and such other provisions, specifications and requirements as are attached or incorporated herein by reference collectively called "**Solicitation documents**". Solicitation documents hereunder include:

This Letter of Invitation
Section 1: General Conditions of Contract
Section 2: Special Conditions of Contract
Section 3: Supply Requirements and Specifications
Section 4: Offeror/Manufacturer Qualification and Eligibility Requirements
Section 5: Documents and Information Comprising the Offer (Bid)
Section 6: Offer (Bid) Submission Form
Section 7: Price and Delivery Schedule Form
Section 8: Offered Product and Manufacturer/Supplier Questionnaire
Section 9: Performance Security Form
3. **General Terms and Conditions.**
The subsequent contract, if awarded, is subject to UNDP General Conditions of Contracts (Section 1), thus acceptance thereof is required.
4. **Validity of offer.**

The validity of offer should be not less than 90 days.

5. Currency of offer.

All prices shall be quoted in US dollars or Euro.

6. Language of offer.

The offer including all supporting documentation and literature shall be in the English language.

7. Public bid (offer) opening.

The received offers will be opened on 13 February 2015 at 15:00 hrs Copenhagen time at the following address: UNDP Procurement Support Office, Marmorvej 51, DK-2100 Copenhagen, Denmark. Please give minimum 24 hours advance notice if you wish to attend the public bid opening to: arvis.vilcins@gmail.com and yuriy.silayev@undp.org

8. Delivery terms.

Offeror is requested to quote delivered to: **FCA international airport (or other named place*) Incoterms 2010 (subject to satisfactory pre-shipment sampling, testing and inspection)**. Please note that UNDP/PSO is planning to utilize the services of its own freight forwarder for shipment of the goods from the FCA point to final destination. Delivery of the goods under FCA terms specified in the Purchase Order, if awarded, is subject to **satisfactory pre-shipment sampling, testing and inspection and written authorization by UNDP/PSO to hand-over (deliver) the goods at the named place (country of origin) to UNDP's appointed freight forwarder for onwards delivery to final destination**. Please refer to Section 3, Supply Requirements and Specifications for details about pre-shipment sampling, testing and inspection.

**Other place may apply to situations where only inland (road; rail) mode of transportation is envisaged from the country of origin to final destination.*

9. Delivery time requirements.

UNDP/PSO is looking for a delivery time of 8-10 weeks for the goods being ready for pre-shipment sampling, testing and inspection.

10. Deviations.

Minor deviations from the technical specifications and/or any other requirements of this ITB may be considered. **Any deviation from the technical specifications and/or any other requirements of this ITB must be disclosed by the Offeror in writing.**

11. UNDP's right to vary requirement.

UNDP/PSO reserves the right to vary supply requirement up to ±25% from those indicated in Section 3, Supply Requirements and Specifications.

12. Clarifications and amendments.

Any prospective bidder (offeror) requiring clarifications should address its queries in writing to: Yuriy Silayev, (yuriy.silayev@undp.org) and Enrique Rael (enrique.rael@undp.org), UNDP Procurement Support Office, 4th floor, Marmorvej 51, 2100 Copenhagen, Denmark. The response will be made in writing to any request for clarification received not later than one week prior to the deadline for the submission of bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all known prospective bidders as well as published at www.ungm.org. UNDP PSO may, for any reason, whether at its own initiative or in response to a clarification, amend the solicitation documents. All known prospective bidders will be notified in writing of any amendments. The amendments will also be published at www.ungm.org. In order to afford prospective bidders reasonable time to take the amendments into account in preparing their offers, UNDP PSO may, at its discretion, extend the deadline for the submission of bids.

13. Evaluation and selection criteria:

- a. Compliance with UNDP General Conditions of Contracts (Section 1) and Special Conditions (Section 2).
- b. Factors which determine qualification and eligibility of the Offeror/Manufacturer (Section 4).
- c. Compliance with the technical specifications and other requirements stipulated in the solicitation documents.
- d. Quality of the offered commodities and/or auxiliary services and their conformity to national/international standards.
- e. Compliance with delivery requirements (delivery terms; delivery time).
- f. Price (value for money).

As a normal practice, UNDP/PSO shall award the contract within the period of the offer's validity to the eligible and qualified Offeror whose offer (bid) is determined technically compliant and substantially responsive to the solicitation documents and offers the best value for money.

Please note that for price comparison, all offers (bids) will be evaluated on the basis of landed costs CPT Dushanbe Incoterms 2010. For the purposes of comparing the offers (bids), UNDP/PSO will solicit freight quotations from UNDP's freight forwarder(s) from FCA point to Dushanbe based on Offeror's statements regarding weight & volume of the goods.

The subsequent contract, however, will be issued on the basis of **FCA international seaport (or other named place) Incoterms 2010** in line with the evaluation and contract award criteria, and delivery terms/time requirements specified in these solicitation documents.

14. Additional provisions.

This Letter is not to be construed in any way as an offer to contract with your company. However, your offer may form the basis for a contractual agreement between your company and UNDP if it meets the requirements of UNDP and such a decision is at the sole discretion of the UNDP.

UNDP reserves the right to accept or reject any offer, and/or annul the solicitation process at any time prior to award of the contract, without thereby incurring any liability to the affected Offeror(s), any costs associated with the Offeror's preparation and submission of the offer, or any obligation to provide information on the grounds for the UNDP's action.

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 ITB.

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

We look forward to receiving your offer by the specified deadline.

Yours sincerely,

Gregory Soneff

Team Lead, UNDP Procurement Support Office, Copenhagen

Section 1

GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF GOODS AND SERVICES

- 1. LEGAL STATUS OF THE PARTIES:** The United Nations Development Program (UNDP) and the Contractor shall also each be referred to as a “Party” hereunder, and:
- 1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
- 1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* the UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
- 2. SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to the UNDP in connection with the performance of its obligations under the Contract. Should any authority external to the UNDP seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify the UNDP and provide all reasonable assistance required by the UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of the UNDP, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the UNDP.
- 3. RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of any services to the UNDP by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:
- 3.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
- 3.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of the UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
- 3.3 At the option of and in the sole discretion of the UNDP:
- 3.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by the UNDP prior to such personnel’s performing any obligations under the Contract;
- 3.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of the UNDP prior to such personnel’s performing any obligations under the Contract; and,
- 3.3.3 in cases in which, pursuant to Article 3.2.1 or 3.2.2, above, the UNDP has reviewed the qualifications of such Contractor’s personnel, the UNDP may reasonably refuse to accept any such personnel.
- 3.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
- 3.4.1 The UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor.
- 3.4.2 Any of the Contractor’s personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of the UNDP, which shall not be unreasonably withheld.
- 3.4.3 The withdrawal or replacement of the Contractor’s personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.
- 3.4.4 All expenses related to the withdrawal or replacement of the Contractor’s personnel shall, in all cases, be borne exclusively by the Contractor.
- 3.4.5 Any request by the UNDP for the withdrawal or replacement of the Contractor’s personnel shall not be considered to be a termination, in whole or in part, of the Contract, and the UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.
- 3.4.6 If a request for the withdrawal or replacement of the Contractor’s personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor’s personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel’s being withdrawn or replaced.
- 3.5 Nothing in Articles 3.2, 3.3 and 3.4, above, shall be construed to create any obligations on the part of the UNDP with respect to the Contractor’s personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.
- 3.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of the UNDP shall:
- 3.6.1 undergo or comply with security screening requirements made known to the Contractor by the UNDP, including but not limited to, a review of any criminal history;
- 3.6.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by the UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to the UNDP for cancellation.
- 3.7 Not less than one working day after learning that any of Contractor’s personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform the UNDP about the particulars of the charges then known and shall continue to inform the UNDP concerning all substantial developments regarding the disposition of such charges.
- 3.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by the UNDP. The Contractor’s personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from the UNDP.
- 4. ASSIGNMENT:**
- 4.1 Except as provided in Article 4.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on the UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of the UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on the UNDP.

4.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:

4.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,

4.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,

4.2.3 the Contractor promptly notifies the UNDP about such assignment or transfer at the earliest opportunity; *and*,

4.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to the UNDP following the assignment or transfer.

5. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of the UNDP. The UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that the UNDP reasonably considers is not qualified to perform obligations under the Contract. The UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

6. OFFICIALS NOT TO BENEFIT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of the UNDP. The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.

7. PURCHASE OF GOODS: To the extent that the Contract involves any purchase of goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to any purchases of goods under the Contract:

7.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the goods, and the UNDP shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract. The Contractor shall provide to the UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the goods shall be borne exclusively by the Contractor until physical delivery of the goods to the UNDP in accordance with the terms of the Contract. Delivery of the goods shall not be deemed in itself as constituting acceptance of the goods by the UNDP.

7.2 INSPECTION OF THE GOODS: If the Contract provides that the goods may be inspected prior to delivery, the Contractor shall notify the UNDP when the goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, the UNDP or its designated inspection agents may also inspect the goods upon delivery in order to confirm that the goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to the UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

7.3 PACKAGING OF THE GOODS: The Contractor shall package the goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by the UNDP as well as such other information as is necessary for the correct handling and safe delivery of the goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

7.4 TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the goods in accordance with the requirements of the Contract. The Contractor shall ensure that the UNDP receives all necessary transport documents in a timely manner so as to enable the UNDP to take delivery of the goods in accordance with the requirements of the Contract.

7.5 WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of the UNDP stated in or arising under the Contract, the Contractor warrants and represents that:

7.5.1 The goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

7.5.2 If the Contractor is not the original manufacturer of the goods, the Contractor shall provide the UNDP with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;

7.5.3 The goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

7.5.4 The goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

7.5.5 The goods are new and unused;

7.5.6 All warranties will remain fully valid following any delivery of the goods and for a period of not less than one (1) year following acceptance of the goods by the UNDP in accordance with the Contract;

7.5.7 During any period in which the Contractor's warranties are effective, upon notice by the UNDP that the goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse the UNDP for the purchase price paid for the defective goods; and,

7.5.8 The Contractor shall remain responsive to the needs of the UNDP for any services that may be required in connection with any of the Contractor's warranties under the Contract.

7.6 ACCEPTANCE OF GOODS: Under no circumstances shall the UNDP be required to accept any goods that do not conform to the specifications or requirements of the Contract. The UNDP may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall the UNDP be obligated to accept any goods unless and until the UNDP has had a reasonable opportunity to inspect the goods following delivery. If the Contract specifies that the UNDP shall provide a written acceptance of the goods, the goods shall not be deemed accepted unless and until the UNDP in fact provides such written acceptance. In no case shall payment by the UNDP in and of itself constitute acceptance of the goods.

7.7 REJECTION OF GOODS: Notwithstanding any other rights of, or remedies available to the UNDP under the Contract, in case any of the goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, the UNDP, at its sole option, may reject or refuse to accept the goods, and within thirty (30) days following receipt of notice from the UNDP of such rejection or refusal to accept the goods, the Contractor shall, in sole option of the UNDP:

7.7.1 provide a full refund upon return of the goods, or a partial refund upon a return of a portion of the goods, by the UNDP; or,

7.7.2 repair the goods in a manner that would enable the goods to conform to the specifications or other requirements of the Contract; *or*,
7.7.3 replace the goods with goods of equal or better quality; *and*,
7.7.4 pay all costs relating to the repair or return of the defective goods as well as the costs relating to the storage of any such defective goods and for the delivery of any replacement goods to the UNDP.

7.8 In the event that the UNDP elects to return any of the goods for the reasons specified in Article 7.7, above, the UNDP may procure the goods from another source. In addition to any other rights or remedies available to the UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and the UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the goods for the Contractor's account.

7.9 **TITLE:** The Contractor warrants and represents that the goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the goods shall pass from the Contractor to the UNDP upon delivery of the goods and their acceptance by the UNDP in accordance with the requirements of the Contract.

7.10 **EXPORT LICENSING:** The Contractor shall be responsible for obtaining any export license required with respect to the goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to the UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of the UNDP, the UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with the UNDP to enable the UNDP to take appropriate measures to resolve the matter.

8. INDEMNIFICATION:

8.1 The Contractor shall indemnify, defend, and hold and save harmless, the UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against the UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

8.1.1 allegations or claims that the possession of or use by the UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to the UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

8.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

8.1.3 The indemnity set forth in Article 8.1.1, above, shall not apply to:

8.1.4 A claim of infringement resulting from the Contractor's compliance with specific written instructions by the UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

8.1.5 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if the UNDP or another party acting under the direction of the UNDP made such changes.

8.2 In addition to the indemnity obligations set forth in this Article 8, the Contractor shall be obligated, at its sole expense, to defend the UNDP and its officials, agents and employees, pursuant to this Article 8, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

8.3 The UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of the UNDP or any matter relating thereto, for which only the UNDP itself is authorized to assert and maintain. The UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

8.4 In the event the use by the UNDP of any goods, property or services provided or licensed to the UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

8.4.1 procure for the UNDP the unrestricted right to continue using such goods or services provided to the UNDP;

8.4.2 replace or modify the goods or services provided to the UNDP, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,

8.4.3 refund to the UNDP the full price paid by the UNDP for the right to have or use such goods, property or services, or part thereof.

9. INSURANCE AND LIABILITY:

9.1 The Contractor shall pay the UNDP promptly for all loss, destruction, or damage to the property of the UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

9.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

9.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

9.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

9.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

9.2.4 such other insurance as may be agreed upon in writing between the UNDP and the Contractor.

9.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

9.4 The Contractor acknowledges and agrees that the UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

9.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by the UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

9.5.1 name the UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

9.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against the UNDP;

9.5.3 provide that the UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

9.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to the UNDP.

9.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

9.7 Except for any self-insurance program maintained by the Contractor and approved by the UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to the UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide the UNDP with evidence, in the form of certificate of insurance or such other form as the UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. The UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 9.5.3, above, the Contractor shall promptly notify the UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

9.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

10. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or the UNDP.

11. EQUIPMENT FURNISHED BY THE UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by the UNDP to the Contractor for the performance of any obligations under the Contract shall rest with the UNDP, and any such equipment shall be returned to the UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to the UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate the UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

12. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

12.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

12.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

12.3 At the request of the UNDP, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

12.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

13. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF THE UNDP: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the UNDP or the United Nations, or any abbreviation of the name of the UNDP and United Nations in connection with its business or otherwise without the written permission the UNDP.

14. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

14.1 The recipient ("Recipient") of such Information shall:

14.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,

14.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

14.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 14, the Recipient may disclose Information to:

14.2.1 any other party with the Discloser's prior written consent; *and*,

14.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:

14.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,

14.2.2.2 any entity over which the Party exercises effective managerial control; *or*,

14.2.2.3 for the UNDP, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

14.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

14.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

14.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

14.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

15.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

15.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, the UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 16, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, the UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

15.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

16. TERMINATION:

16.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 19 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

16.2 The UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of the UNDP applicable to the performance of the Contract or the funding of the UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, the UNDP may terminate the Contract without having to provide any justification therefor.

16.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by the UNDP, the Contractor shall, except as may be directed by the UNDP in the notice of termination or otherwise in writing:

16.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

16.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

16.3.3 place no further subcontracts or orders for materials, services, or facilities, except as the UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

16.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

16.3.5 transfer title and deliver to the UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

16.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the UNDP thereunder;

16.3.7 complete performance of the work not terminated; *and*,

16.3.8 take any other action that may be necessary, or that the UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which the UNDP has or may be reasonably expected to acquire an interest.

16.4 In the event of any termination of the Contract, the UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, the UNDP shall not be liable to pay the Contractor except for those goods delivered and services provided to the UNDP in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from the UNDP or prior to the Contractor's tendering of notice of termination to the UNDP.

16.5 The UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

16.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

16.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

16.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

16.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

16.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

16.5.6 the UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

16.6 Except as prohibited by law, the Contractor shall be bound to compensate the UNDP for all damages and costs, including, but not limited to, all costs incurred by the UNDP in any legal or non-legal proceedings, as a result of any of the events specified in Article 16.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform the UNDP of the occurrence of any of the events specified in Article 16.5, above, and shall provide the UNDP with any information pertinent thereto.

16.7 The provisions of this Article 16 are without prejudice to any other rights or remedies of the UNDP under the Contract or otherwise.

17. **NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

18. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, the UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and the UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

19. SETTLEMENT OF DISPUTES:

19.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

19.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 19.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

20. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the UNDP.

21. TAX EXEMPTION:

21.1 Article II, 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 public utility services, and is exempt from customs restrictions, 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 the exemptions of the United Nations from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

21.2 The Contractor authorizes the UNDP to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and the UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by the UNDP and paid by the Contractor under written protest.

22. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to the UNDP, as such obligations are set forth in the UNDP vendor registration procedures.

23. MODIFICATIONS:

23.1 Pursuant to the Financial Regulations and Rules of the UNDP, only the UNDP Authorized Officer, or such other Contracting authority as the UNDP has made known to the Contractor in writing, possesses the authority to agree on behalf of the UNDP to any modification of or change in the Contract, 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 the Contract shall be valid and enforceable against the UNDP unless provided by a valid written amendment to the Contract signed by the Contractor and the UNDP Authorized Officer or such other contracting authority.

23.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 23.1, above.

23.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against the UNDP nor in any way shall constitute an agreement by the UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 23.1, above.

24. AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by the UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of the UNDP or by other authorized and qualified agents of the UNDP at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract.

24.2 The Contractor acknowledges and agrees that, from time to time, the UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract. The right of the UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to the UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by the UNDP hereunder.

25. LIMITATION ON ACTIONS:

25.1 Except with respect to any indemnification obligations in Article 8, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 19.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

25.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

26. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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. 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 the UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

27. MINES: The Contractor warrants and represents that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. 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 the UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

28. SEXUAL EXPLOITATION:

28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging 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 these provisions shall entitle the UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

28.2 The 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.

Section 2

SPECIAL CONDITIONS

The following Special Conditions of Contract shall supplement the General Conditions of Contracts for the Provision of Goods and Services (Section 1):

PERFORMANCE SECURITY	<p>A Performance Security will be required.</p> <p>The successful (awarded) Bidder shall furnish a Performance Security to the UNDP in the amount of 15% of the Purchase Order Value (in the same currency). The Performance Security shall be valid for 240 days approximately after acceptance of the Purchase Order, if awarded.</p> <p>The Performance Security shall be in one of the following forms:</p> <ol style="list-style-type: none"> (1) A bank guarantee, issued by a reputable bank in the form provided in this ITB; or (2) An irrevocable standby letter of credit. <p>The Performance Security shall permit the beneficiary to draw on it in any international location and specifically in Denmark.</p> <p>The Performance Security must not deviate from the standard template provided in this RFO. Please note that UNDP does not accept performance securities that are subject to any national laws.</p> <p>The Performance Security shall be received by the UNDP within 30 days of receipt of the Purchase Order. Vendor should courier the original Performance Security to the address specified in this RFO. No contract should be rendered effective unless the required Performance Security has been duly received by UNDP.</p> <p>PSO does not normally return bid/performance securities (originals) on expiry.</p>
TRADE TERMS (ref. to Art 7)	Whenever an INCOTERM is used in this Order it shall be interpreted in accordance with the INCOTERMS 2010.
PRE-SHIPMENT SAMPLING, TESTING AND INSPECTION	Delivery of the goods under the terms specified in the Purchase Order, if awarded, is subject to the satisfactory pre-shipment sampling, testing and inspection and written authorization by UNDP/PSO to dispatch the goods from the country of origin to final destination. Please refer to Section 3 Supply Requirements and Specifications for details about pre-shipment sampling, testing and inspection.
PAYMENT	<p>UNDP shall, upon fulfillment of the Delivery Terms and other contractual requirements, unless otherwise provided in the Purchase Order, make payment within 30 days of receipt of the Supplier's original invoice for the goods and copies of the shipping documents including any additional documents as specified in this RFO and subsequent Purchase Order.</p> <p>Payment against the invoice referred to above will reflect any discount shown under the payment terms of the Purchase Order, provided payment is made within the period required by such payment terms.</p> <p>Unless authorized by UNDP, the Supplier shall submit one invoice in respect of the Purchase Order, and such invoice must indicate the Purchase Order's identification number.</p> <p>The prices shown in the Purchase Order may not be increased except by express written agreement of UNDP.</p> <p>Payment by UNDP/PSO does not imply acceptance of goods nor of any related work or services under this Order.</p>

Section 3

SUPPLY REQUIREMENTS and SPECIFICATIONS

1. Scope of Supply

No	Commodities and ancillary services in conformity with the technical specifications and requirements stipulated in the solicitation documents	Unit	Quantity
1	Alpha-Cypermethrin, 5%WP, packing unit: 100g/aluminum sachet (no water soluble sachets)	Sachet/100g	100,000 sachets (10,000kg)

2. Technical specifications and requirements.

No	Description of specifications and requirements	Description of items offered and Offeror' statement on deviations
1	<p>Alpha-Cypermethrin, 5%WP.</p> <ul style="list-style-type: none"> In full compliance with the WHO specification 454/WP available at: http://www.who.int/whopes/quality/newspecif/en/ as well as other applicable international and/or national quality standards. Regardless of whether the bidder is the manufacturer, formulator, agent, etc., the relevant conditions, requirements and standards must be satisfied for the offered products. Product (formulation) must contain only active ingredient sourced from a manufacturer to whom the WHO specification for TC/TK applies. Please refer to http://www.who.int/whopes/quality/en/ for additional information and reference. Manufacturer's Certificate on Analysis of chemical and physical properties and conformity to the WHO specification 454/WP for each batch must be provided to UNDP after production, but prior to the pre-shipment sampling/testing and dispatch of the goods from the country of origin. The product must be free from toxic impurities and additives. 	
2	<p>Product shelf life</p> <ul style="list-style-type: none"> The minimum of 24 months total shelf-life of the product is required. If awarded the contract, the supplied product shall have a minimum of 85% of its total shelf life at the time of delivery as per the terms of the Purchase Order, if awarded, unless otherwise agreed and specified in the contract. 	
3	<p>Packaging, Marking and Labelling.</p> <p>The size of packing unit/sachet: 100g</p> <p>The material of packaging unit/sachet: aluminum foil (no water soluble sachets)</p> <p>Packaging, marking and labelling of the products must be done in compliance with the following guidelines and regulations:</p> <ul style="list-style-type: none"> FAO guidelines on good labelling practice for pesticides. WHO/FAO guidelines for handling pesticides-related products during storage, transport, fires, and spills. WHO recommended classification of pesticides by hazard and guidelines to classification. <p>IMPORTANT: Copies of the sachet marks/labels must be forwarded by the supplier to UNDP/PSO for review and acceptance by the end-users at least 10 days prior to packaging of the bulk product into individual sachets.</p> <p>Product marks/labels should conform to the Purchase Order instructions and at a minimum clearly indicate the following:</p> <ul style="list-style-type: none"> Product name. 	

No	Description of specifications and requirements	Description of items offered and Offeror' statement on deviations
	<ul style="list-style-type: none"> • Identify and content of active ingredient. • Formulation nature and name. • Net weight/content. • Batch number. • Batch (formulation) date. • Expiration date. • Appropriate symbols indicating the level of toxicity of the insecticide and pictograms in accordance with international standards. • Warning phrases and precautions as to risks for humans and the environment. • Instructions for storage, temperature restrictions, if any, and transport. • Instructions for use (application) and safe handling • Instructions for disposal of obsolete quantities and/or used containers. • Safety advice and first-aid instructions/advice to doctors. • WHO Hazard Classification and appropriate warning colour band. • Hazardous goods information as per UN Recommendations on the Transport of Dangerous Goods (UN number; proper shipping name; class or division (and sub risk if any); etc.). • Name, address and contacts of manufacturer of the product. • Any other specific and/or necessary instructions. <p>Product marks/labels should be printed on (attached to) the sachet.</p> <p>Language of product marks/labels: English and Tajik (as coordinated with the end-user and agreed art-works)</p> <p>Packaging, marking and labelling of the offered products must withstand transport, handling and the climatic and storage conditions to which they will be exposed during transit and at the final destination. Product packaging must be rigid, leak-proof, waterproof and strong enough to ensure the integrity of the container for the whole period from packing by the manufacturer to the insecticide's application in the field.</p> <p>Mode of delivery (shipment): sea/road/rail freight, as applicable. Goods should be packed and palletized accordingly to suitable manner for applicable mode of delivery (shipment) in line with the terms of the subsequent Purchase Order.</p> <p>The size of packaging container (carton) must conform to the Purchase Order instructions and should normally be limited to that which can be easily lifted by one man.</p>	
4	<p>Pre-shipment sampling, testing and inspection</p> <p>Delivery of the goods under the delivery terms specified in the Purchase Order, if awarded, <u>is subject to satisfactory pre-shipment sampling, testing and inspection and written authorization by UNDP/PSO to dispatch the consignment from the named place (country of origin) to final destination.</u></p> <p>Sampling of each produced batch (for the purpose of testing) shall be conducted by UNDP's appointed sampling and inspection agency in accordance with Appendix A of the Manual on development and use of FAO and WHO specifications for pesticides (Second Revision of the first edition) available at http://www.who.int/whopes/quality/en/). UNDP/PSO will contract the sampling and inspection agency.</p> <p>Testing of each produced batch of the product/formulation for compliance with the WHO specification 454/WP shall be conducted by the WHO Collaborating Centre (http://www.who.int/whopes/en/index.html) - Walloon Agricultural Research Centre, CRA-W, Belgium). UNDP/PSO will contract the testing center.</p>	

No	Description of specifications and requirements	Description of items offered and Offeror's statement on deviations
	<p>UNDP/PSO reserves the right to publish the testing results.</p> <p>Pre-shipment inspection shall be performed by UNDP's appointed sampling and inspection agency (the same that performed sampling) for the following:</p> <ul style="list-style-type: none"> • To inspect the packing of the product and ensure that cargo is packed from the only batches that (i) were previously sampled by the sampling agency and (ii) passed the testing by the WHO Collaborating Centre for compliance with the WHO specification. • To verify compliance with the terms and conditions stipulated in the Purchase Order including but not limited to the following: <ul style="list-style-type: none"> ○ quantity of the goods; ○ packaging, marking and labeling; ○ documentation; ○ any other applicable requirements. <p>The supplier shall grant reasonable assistance to UNDP and its appointed inspection and sampling agent with regard to the pre-shipment sampling and inspection. Pre-shipment inspection shall not relieve the supplier from any contractual obligations.</p>	
5	<p>Supplier's responsibilities for rejected products.</p> <p>Products that do not conform to the specifications and requirements outlined in this RFO and/or subsequent Purchase Order, if awarded, will not be accepted by UNDP. Such products shall be rejected.</p> <p>It is the responsibility of supplier to promptly replace any rejected product within the time specified for delivery, or extension granted by UNDP, and bear all cost associated with the replacement of the rejected goods.</p> <p>In the event that any batch is found not compliant with the WHO specification as a result of testing by WHO Collaborating Centre, the supplier shall be liable for costs incurred in sampling and testing of the batches that did not pass the testing.</p> <p>In the event that any product fail pre-shipment inspection, the supplier shall be liable for costs incurred in re-inspection.</p> <p>UNDP reserves the right to deduct the amount of costs incurred in sampling and testing of the batches that did not pass the testing by WHO Collaborating Center and/or costs incurred in re-inspection from the supplier's invoice provided in accordance with the Purchase Order, if awarded, and/or from the funds drawn by exercising the Performance Security in line with the contract.</p>	
6	<p>Post-shipment verification.</p> <p>UNDP reserves the right to examine, take samples from and analyse the products delivered to final destination. Supplier awarded the contract shall facilitate and cooperate in such examination and sampling. In the event that product supplied is found to be of unacceptable quality, different from that specified, not conforming to relevant terms and conditions of contract, or inappropriately packaged or labelled, it shall be rejected. Payment for the products pursuant to the Purchase Order shall not be deemed an acceptance of the goods. Inspection/testing prior to shipment or post-shipment shall not relieve the vendor from any contractual obligations.</p> <p>It is a responsibility of the Supplier to replace any rejected product within the time specified for delivery, or the extended time period granted by UNDP.</p> <p>It is a responsibility of the Supplier to dispose of and/or the return of the rejected</p>	

No	Description of specifications and requirements	Description of items offered and Offeror' statement on deviations
	<p>goods from the country of destination to the country of origin and bear all costs associated with it (i.e. transportation; customs clearance; permits; etc.). Disposal of the commodities must be conducted in strict compliance with applicable WHO/FAO/UNEP guidelines and regulations and/or other international or national (Zimbabwe) regulations, where applicable.</p> <p>Supplier shall bear all costs associated with the replacement, return and/or disposal of the rejected commodities.</p>	

In case of no deviations from the provisions, specifications and requirements stipulated in Section 4 (Supply Requirements and Specifications), the Offeror should state 'no deviations' in the respective sections.

Name of the Offeror: _____

Authorized signature: _____

Name of authorized signatory: _____

Functional Title: _____

Date: _____

Section 4

OFFEROR/MANUFACTURER QUALIFICATION and ELIGIBILITY REQUIREMENTS

(The Offeror/Bidder should provide information and evidences demonstrating compliance with the below listed qualification and eligibility requirements. The information/evidences provided will be reviewed and its adequacy will be established to UNDP's satisfaction. Failure to demonstrate compliance with the requested below criteria may result in the Offer being rejected as non-responsive or not qualified.)

MANUFACTURER OF THE TECHNICAL MATERIAL OF THE OFFERED PRODUCT

- The manufacturer of the technical material of the offered product must be a manufacturer to whom the WHO specification 454/TC applies (WHOPES evaluated/approved source). The names of such manufacturers are provided in the WHOPES publication (WHO specifications and evaluation reports for Alpha-Cypermethrin) available at: http://www.who.int/whopes/quality/en/Alphacypermethrin_WHO_specs_eval_Jan_2013.pdf?ua=1
- The technical material from other manufacturers or when the technical material is produced by other routes of manufacture (than evaluated/approved by WHOPES and published in the above mentioned report) is not acceptable.
- The manufacturer should possess sufficient technical and financial capacities to produce and supply the product in line with recognized international standards.
- The manufacturer should employ a recognized quality management system (ISO 9001 certification or equivalent) in the manufacturing process and product stewardship services.

MANUFACTURER OF THE FINISHED PRODUCT (FORMULATION)

- The manufacturer of the offered product (finished product – formulation) may be either:
 - (1) A manufacturer (formulator) to whom the WHO specification 454/WP applies (WHOPES evaluated/approved source for Alpha-Cypermethrin Wettable Powder). The names of such manufacturers are provided in the WHOPES publication available at: http://www.who.int/whopes/quality/en/Alphacypermethrin_WHO_specs_eval_Jan_2013.pdf?ua=1. Or
 - (2) Any other manufacturer (formulator) who uses only technical material/TC from the WHOPES evaluated/approved sources (WHO specification 454/TC). The manufacturer (formulator) and/or Offeror is required legitimately certify and provide sufficient evidence that the finished product (formulation) contain only active ingredient sourced from a manufacturer to whom the WHO specification for TC/TK applies.The manufacturer (formulator) should disclose the relationship with the manufacturer of the technical material.
- The manufacturer of the finished product should possess sufficient technical and financial capacities to produce and supply the product (formulation) in line with recognized international standards. Among other requirements, the manufacturer should employ a recognized quality management system (ISO 9001 certification or equivalent), in the manufacturing process and product stewardship services.
- The manufacturer of the finished product should possess and demonstrate sufficient supply experience of manufacture and supply of the offered product (or similar product) to other customers.

OFFEROR/BIDDER (subsequent Supplier, if awarded the contract)

- The Offeror (Bidder) may be either:
 - (1) A manufacturer of the offered product (technical material/formulation). Or
 - (2) Non-manufacturer/company with relevant profile, expertise, experience and certified valid relationship with the manufacturer (i.e. manufacturer's representative/dealer; local company in the country of destination specializing in supply of similar products; value-adding trader; etc.).
- The Offeror (Bidder) should possess relevant expertise and supply experience of having executed at least two (2) contracts in supply of similar products (insecticides) with similar or larger magnitude (value) within last 2-3 years.
- If the Offeror (Bidder) is not the manufacturer of the offered product, the relationship with the manufacturer of the offered product should be disclosed and certified by appropriate evidences (i.e. letter of authorization; distributorship agreement; etc.).
- The Offeror (Bidder) should possess sufficient capability and capacities (fixed assets, trained personnel, tools & systems) to perform on a contract, if awarded, including sound financial standing in the last two years demonstrated by audited financial statements.
- The Offeror (Bidder) should not be included in:
 - The UN Security Council Resolutions 1267/1989 list (individuals, groups, undertakings and other entities associated with Al-Qaida – http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).
 - The UN Procurement Division list or suspended/removed/ineligible vendors.
 - Any other UN ineligibility list.

Section 5

DOCUMENTS and INFORMATION COMPRISING THE OFFER

(The Offeror/Bidder should provide the below requested information, documents, forms and evidences in its Offer.
All submittals shall bear seal/markings/signature of Offeror. UNDP/PSO may request additional supporting documentation.
Failure to provide all the requested information/ docs may result in the Offer being rejected as non-responsive or not qualified.)

A) COMMERCIAL

- **Offer submission form:** Fully completed and duly authorized (see Section 6).
- **Written power of attorney,** authorizing the signatory of the Offer (Bid) to commit the Offeror (Bidder)
- **Price and delivery schedule form:** Fully completed and duly authorized (see Section 7).

B) TECHNICAL

- **Description of products offered and the Offeror's statement regarding deviations/non-compliance:** Fully completed and duly authorized (see Section 3). Any departure from the provisions of supply requirements and specifications stipulated in Section 3 shall be disclosed in the Offeror's Statement Regarding Deviations/Non Compliance. In case of no deviations, for clarity please state 'no deviations'.
- **Information/details of the offered product and supporting documentary evidences** as per the Offered Product and Manufacturer/Supplier Questionnaire (see Section 8).

C) OFFEROR/MANUFACTURER QUALIFICATION and ELIGIBILITY

- **Offeror (Bidder) brief company profile** indicating the size, physical and business address, number of staff, overall organisational structure, core areas of expertise and experience, number of years in the business, product range and relevance to the advertised procurement exercise.
- **Offeror (Bidder) relevant experience** in supply of similar products in the form of at least two (2) contracts (purchase orders) placed within the past 2-3 years, clearly indicating technical details of the supplied products, quantities, countries and customers' contact details.
- Documentary evidences of **valid relationship with the manufacturer of the offered product** (formulation/technical material) i.e. letter of authorization; distributorship agreement; etc.
- **Information/details of the manufacturer(s)/supplier of the offered product and supporting documentary evidenced** as per the Offered Product and Manufacturer/Supplier Questionnaire (see Section 8).
- **Offeror (Bidder)'s valid business registration documents** (copies) certifying the legal status of the company.
- **Offeror (Bidder)'s audited financial statements** for the last two-three years (consolidated Balance Sheet, Profit & Loss, and Cash Flow Statements) demonstrating financial soundness of the company.
- **Offeror (Bidder)'s statement (self-declaration)** of whether the Offeror is not included (to the best of its knowledge) in:
 - The UN Security Council Resolutions 1267/1989 list (individuals, groups, undertakings and other entities associated with Al-Qaida – http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).
 - The UN Procurement Division list of suspended/removed/ineligible vendors.
 - Any other UN ineligibility list.

D) OFFERED PRODUCT and MANUFACTURER/SUPPLIER QUESTIONNAIRE: Fully completed and duly authorized including copies of the supporting documentary evidences as requested by the questionnaire (see Section 8).

Section 6

OFFER (BID) SUBMISSION FORM

Must be duly completed by the Offeror and returned with the Offer (BID).

To: United Nations Development Programme
Procurement Support Office
4th floor, Marmorvej 51
2100 Copenhagen
Denmark

Dear Sir/Madam,

Having examined the referenced Solicitation Documents (UNDP/PSO/ITB/403149), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver goods as described in Section 3 (Supply Requirements and Specifications) of this ITB (UNDP/PSO/ITB/403149), in conformity with the said solicitation documents for the sum of *[enter your total offer amount in words and figures]* as may be ascertained in accordance with the Price and Delivery Schedule Form attached herewith and made part of this Offer.

We undertake, if our Offer is accepted, to deliver the goods in accordance with INCOTERMS 2010 and the delivery terms and schedule specified in the Solicitation Documents and subsequent Purchase Order.

We, the undersigned, hereby accept in full the UNDP General Conditions of Contract complemented by the Special Conditions, including UNDP payment terms as specified in the above referenced ITB.

We agree to abide by this Offer for a period of 90 days from the date fixed for deadline for submission of the Offer, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Offer you may receive.

Name of the Offeror:

Address of the Offeror:

Authorized signature:

Name of authorized signatory:

Functional Title:

Date:

Section 7

PRICE and DELIVERY SCHEDULE FORM

Must be duly completed by the Offeror and returned with the Offer. Supplementary information shall be attached according to the requirements herein.

Currency:

No	Commodities in conformity with the technical specifications and requirements stipulated in this ITB	Unit	Quantity	Unit price	Total Price ¹
1	Alpha-Cypermethrin, 5%WP, packing unit: 100g/aluminum sachet (no water soluble sachets)	Sachet/ 100g	100,000 sachets (10,000kg)		

FCA charges, if any, in the country of origin	
Please state FCA named place in the country of origin (international seaport or other place*) Incoterms 2010	
Total Offer (bid) Price FCA named place Incoterms 2010	

**Other place may apply to situations where only inland (road; rail) mode of transportation is envisaged from the country of origin to final destination.*

Number (qty) of sachets per packaging container/carton (cartons should be limited to a size/volume which can be easily lifted by one man):	
Number of packaging containers/cartons of the consignment:	
Estimated gross weight, volume and dimensions of packaging container/carton:	kg m ³ Height (m) x width (m) x depth (m)
Number of pallets of the consignment:	
Estimated gross weight, volume and dimensions of pallet:	kg m ³ Height (m) x width (m) x depth (m)
Estimated total gross weight and volume of the consignment:	kg m ³
Production and delivery time/plan: Offeror should provide a detailed production and delivery plan/timeline in weeks or days (counting after the date when the Purchase Order has been issued and accepted by the company) meeting the requested delivery time and including: <ul style="list-style-type: none"> • Timeline for production of all batches in bulk: • Timeline for internal quality control of the product: • Timeline for packaging into individual sachets and labelling: • Export clearance and arrangements for FCA delivery (up to hand-over of the consignment to the carrier at the terminal): Production and delivery plan/timeline should be efficient and <u>realistic</u> . The Offeror, if requested, should provide relevant evidence that the quoted delivery time is realistic and the Offeror will be able to manage it.	
Name, address and contact details of the facilities where the sampling and pre-shipment inspection shall be performed:	
Country/s of Origin:	

¹ In the case of discrepancies between unit price and total price, the unit price will be taken as reference basis in the evaluation.

Name of the Offeror:	
Authorized signature:	
Name of authorized signatory:	
Functional Title:	
Date:	

Section 8

OFFERED PRODUCT and MANUFACTURER/SUPPLIER QUESTIONNAIRE

1. Product identification.

Please state generic name of the product: _____

Please state trade (proprietary) name of the product: _____

2. Technical material.

Are you the manufacturer of the technical material of the offered product? _____ (Yes/No)
(If your company is not the manufacturer of the technical material, then the letter of authorization from the manufacturer and/or any other appropriate evidence of the existing relations with the manufacturer of the technical material should be provided.)

Please provide details of the manufacturer(s) of the technical material (if more than one, please provide relevant details of each manufacturer):

Name	Physical address	In which year the factory was built and recently upgraded	Contact details (telephone, fax, email address, name of contact person)	Manufacture activities	List of all products manufactured at the site	Comments

Can you provide an overall organisational structure/diagram of the manufacturing facility? _____ (Yes/No)
(Please furnish relevant details)

Is the site(s) listed above licensed by the relevant national authority to perform the activity? _____ (Yes/No)
(Please furnish copies of the relevant licenses/documents)

Please state the production capacity of the technical material and/or other products at the site(s): _____

Please state last year production figures of the technical material: _____

Please indicate the standard batch size quantity of the technical material: _____

Do you or the manufacturer of the technical material (if not the same) maintain permanent stock? _____
_____ (if Yes, please provide details)

Are you or the manufacturer of the technical material (if not the same) currently booked for production on orders from other parties? _____ (if Yes, please provide details)

Do you or the manufacturer of the technical material (if not the same) undertake contract manufacture and supply the technical material to other companies (manufacturers): _____ (Yes/No)

Quality assurance

Please give a brief description of the quality management system employed at the manufacturing site(s): _____

Are you and/or the manufacturer of the technical material (if not the same) certified for quality management system (ISO or equiv.)? _____ (Yes/No)
(Please furnish copies of the relevant certificates)

Are you and/or the manufacturer of the technical material (if not the same) certified for environmental management systems (ISO or equiv.), occupational health and safety (OHSAS or equiv.)? _____ (Yes/No)
(Please furnish copies of the relevant certificates)

Quality control

Is the manufacturer of technical material equipped with in-house quality control laboratory or it is contracted out? _____ (Yes/No) (Please provide relevant details)

Please give a brief description of the quality control system employed at the manufacturing site(s): _____

(please give brief details including personnel, their qualification, equipment, quality control standard operating procedures for each batch production, analytical methods used, etc.)

Please also provide a copy of the quality control documentation (i.e. certificate of analysis) of the batch(s) produced in the past: _____ (Please furnish relevant evidences)

Commitment

Has the technical material of the offered product been evaluated and adopted (approved) by the WHO Pesticide Evaluation Scheme (WHOPES)? _____ (Yes/No) (Please provide relevant details)

Do you certify that the technical material of the offered product is fully identical in all aspects of manufacturing and quality control to that evaluated by the WHOPES (manufacturing site; routes/method of manufacture; chemical composition and properties; impurities; hazards; method of analysis and quality control testing; product information; etc.) as documented in the Evaluation Report (Part Two) of the WHO Specification for Alpha-Cypermethrin published at the WHO website: <http://www.who.int/whopes/quality/en/>? _____ (Yes/No)*

(*If the Offeror is not the manufacturer of the technical material of the offered product, then a separate written statement of the manufacturer of the technical material (as per the above) should be provided in addition to the Offeror's statement)

3. Formulation (finished product).

Are you the manufacturer of the offered product (formulation)? _____ (Yes/No)
(If your company is not the manufacturer of the offered (finished) product, then the letter of authorization from the manufacturer and/or any other appropriate evidence of the existing relations with the manufacturer of the offered product should be provided.)

Please provide details of the manufacturer(s) of the offered product (formulation) (if more than one, please provide relevant details of each manufacturer):

Name	Physical address	In which year the factory was built and recently upgraded	Contact details (telephone, fax, email address, name of contact person)	Manufacture activities (bulk batch production, packaging, etc.)	List of all products manufactured at the site	Comments

Can you provide an overall organisational structure/diagram of the manufacturing facility? _____ (Yes/No)

(Please furnish relevant details)

Is the site(s) listed above licensed by the relevant national authority to perform the activity? _____ (Yes/No)
(Please furnish copies of the relevant licenses/documents)

Please state the production capacity of the formulation (offered product) and/or other products at the site(s): _____

Please state last year production figures of the offered product (formulation): _____

Please indicate the standard batch size quantity of the offered product (formulation): _____

Do you or the manufacturer of the offered product (formulation) (if not the same) maintain permanent stock? _____
(if Yes, please provide details)

Are you or the manufacturer of the offered product (formulation) (if not the same) currently booked for production on orders from other parties? _____
(if Yes, please provide details)

Do you or the manufacturer of the offered product (formulation) (if not the same) undertake contract manufacture of the formulation for other companies (manufacturers): _____ (Yes/No)

Regulatory status of the offered product (formulation) and field efficacy studies

Is the offered product currently registered and/or marketed in the country of manufacture? _____ (Yes/No)
(Please furnish relevant documentary evidence)

Is the offered product currently registered in the country of manufacture for export only? _____ (Yes/No)
(Please furnish relevant documentary evidence)

Is the offered product currently registered and/or marketed in other countries? _____ (Yes/No)
(Please list the countries in which the offered product currently registered and/or marketed)

Has the offered product (formulation) undergone field efficacy studies and evaluation in other countries (field trials; bioassays; etc.)? _____
(Please furnish copies of the relevant study/trial reports, etc.)

Supply experience of the offered product (formulation)

Please list the countries in which the offered product has been supplied by your company within last 3-5 years:

Please provide details of the supply of the offered product to your 3-4 major customers within last 3-5 years:

Year	Country	Product	Qty	Customer	Customer's address and contact details	Comments

Quality assurance

Please give a brief description of the quality management system employed at the manufacturing site(s): _____

Are you and/or the manufacturer of the offered product (if not the same) certified for quality management system (ISO or equiv.)? _____ (Yes/No) (Please furnish copies of the relevant certificates)

Are you and/or the manufacturer of the offered product (if not the same) certified for environmental management systems (ISO or equiv.), occupational health and safety (OHSAS or equiv.)? _____ (Yes/No) (Please furnish copies of the relevant certificates)

Quality control

Is the manufacturer of the offered product (formulation) equipped with in-house quality control laboratory or it is contracted out? _____ (Yes/No) (Please provide relevant details)

Please give a brief description of the quality control system employed at the manufacturing site(s): _____

(please give brief details including personnel, their qualification, equipment, quality control standard operating procedures for each batch production, analytical methods used, etc.)

Please also provide a copy of the quality control documentation (i.e. certificate of analysis) of chemical and physical analysis, product acceptability, and conformity to the WHO specification 454/WP of the batch(s) produced in the past): _____ (Please furnish relevant evidences)

Has the offered product (formulation) undergone in the past an independent quality testing by the recognized laboratory that performs quality testing of insecticides (i.e. WHO Collaborating Centre or other laboratory) for compliance with WHO specification and/or other international/national quality standards?
_____ (Yes/No) (Please furnish copies of the relevant test reports, if available)

Shelf-life

Please state the shelf-life of the offered product: _____

Storage and transportation condition

Please state the required storage and transportation conditions of the offered product (temperature, sunlight, etc.): _____

Packaging/labeling

Please briefly describe standard packaging of the offered product (material, size, unit quantity, etc.): _____

Dangerous goods

Please identify if the offered product is classified as “hazardous goods” as per UN Recommendations on the Transport of Dangerous Goods and provide hazardous goods information (UN number; proper shipping name; class or division; and sub risk if any): _____

Additional technical data and literature

Please furnish additional relevant technical data and literature of the offered product including the following:

- Copy of the offered product standard sachet label/markings in English and/or other languages.
- Material Safety Data Sheet.
- Instructions for safe handling, transport and use.
- Instructions for disposal of obsolete quantities and/or used containers.
- any other data deemed necessary.

Commitment

Do you certify that the offered product (formulation) contains only technical material which has been evaluated and adopted (approved) by the WHO Pesticide Evaluation Scheme (WHOPES)? _____ (Yes/No)
(Please provide relevant details)

Do you certify that the offered product (formulation) is fully identical in all aspects of manufacturing and quality control to that evaluated by the WHOPES (manufacturing site; routes/method of manufacture; source of active ingredient; chemical composition and properties; hazards; method of analysis and quality control testing; product information; etc.) as documented in the Evaluation Report (Part Two) of the WHO Specification for Alpha-Cypermethrin published at the WHO website: <http://www.who.int/whopes/quality/en/>? _____ (Yes/No)*
(*If the Offeror is not the manufacturer of the offered product, then a separate written statement of the manufacturer (as per the above) should be provided in addition to the Offeror's statement)

I, the undersigned, _____ (enter name and position in the Offeror's company), duly authorized to represent and legally commit the Offeror: _____ (enter name of the company), hereby certify that the information provided above and the statements made above including supporting documents furnished as per the above questionnaire are correct and true.

I, the undersigned, further confirm that the Offeror: _____ (enter name of the company), shall meet all obligations arising under the International Code of Conduct on the Distribution and Use of Pesticides, and confirm the Offeror's acceptance of obligations arising in the context of product liability.

Name of the Offeror:	_____
Address of the Offeror:	_____
Authorized signature:	_____
Name of authorized signatory:	_____
Functional Title:	_____
Date:	_____

Section 9

PERFORMANCE SECURITY FORM

To: United Nations Development Programme
Procurement Support Office
4th floor, Marmorvej 51
2100 Copenhagen Ø
Denmark

Guarantee No.:

Currency & Amount:

Date of Expiry:

At the request of *[name and address of Supplier]*, we hereby guarantee you irrevocably for the above maximum amount to secure that they fulfil their obligations to supply *[description of goods]* in accordance with UNDP/PSO Purchase Order No. *[ref]* dated *[date]*, including any installation, training, warranty and other requirements contained therein.

Your claim(s), if any, duly made and presented to us under the guarantee will be honoured on your first demand also stating that *[name of Supplier]* has not fulfilled their above obligations towards you.

Where we have received no such claim by *[date]* at the latest, we stand released from our liability under this guarantee.

We will reduce the guarantee amount by any such amount, as we have had to pay in order to meet your claim(s) duly made and presented under the guarantee.

[Note: PSO does not normally return performance security originals on expiry.]

Yours faithfully

SIGNATURE AND SEAL OF THE GUARANTOR

Date:

Name of Bank:

Address: