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**REQUEST FOR QUOTATION (RFQ)**

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| --- | --- |
| UNDP BIH  Zmaja od Bosne bb; Sarajevo; BIH | DATE: 10/08/2015 |
| REFERENCE: BIH/RFQ/093/15 |

Dear Sir / Madam:

We kindly request you to submit your quotation for **Supply and delivery of fitness equipment,** as detailed in Annex I of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex II.

Quotations may be submitted on or before **31st August 2015**, **14:00 CET and** via ***courier mail*** to the address below:

**United Nations Development Programme**

Zmaja od Bosne bb, Sarajevo 71000

General Service

[registry.ba@undp.org](mailto:registry.ba@undp.org)

Tel: +387 (33) 293 400; Fax: +387(33) 552 330

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

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

|  |  |
| --- | --- |
| Delivery Terms [INCOTERMS 2010]  *(Pls. link this to price schedule)* | DAP |
| Customs clearance, if needed, shall be done by: | UNDP; Supplier/Offeror; Freight Forwarder |
| Exact Address/es of Delivery Location/s (identify all, if multiple) | Kasarna Rajlovac, Safeta Zajke bb, 71000 Sarajevo |
| UNDP Preferred Freight Forwarder, if any | n/a |
| Distribution of shipping documents *(if using freight forwarder)* | n/a |
| Latest Expected Delivery Date and Time *(if delivery time exceeds this, quote may be rejected by UNDP)* | As soon as possible upon acceptance of UNDP Purchase order |
| Delivery Schedule | n/a |
| Packing Requirements | n/a |
| Mode of Transport | n/a |
| Preferred Currency of Quotation | Local Currency: BAM |
| Value Added Tax on Price Quotation | Must be exclusive of VAT and other applicable indirect taxes; (VAT and custom stated separately) |
| Deadline for the Submission of Quotation | **31st August 2015 14:00 CET** |
| All documentations, including catalogs, instructions and operating manuals, shall be in this language | Local language and/or English |
| Documents to be submitted | * Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; * Latest Business Registration Certificate by the offeror indicting registration for procurement of items as listed below; * After sales services provided for guarantee period; * Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; * Reference list for similar assignments; * Catalogue with offered items; * Example of any product on request; |
| After-sales services required | Warranty on availability of services and spare parts for minimum period of 1 year |
| Period of Validity of Quotes starting the Submission Date | 60 days |
| Partial Quotes | Not Applicable; |
| Payment Terms | Upon delivery and acceptance by UNDP |
| Evaluation Criteria  *[check as many as applicable]* | Technical responsiveness/Full compliance to requirements  Lowest priced technically responsive quotation |
| UNDP will award to: | One or more suppliers (per item) |
| Type of Contract to be Signed | Purchase Order |
| Special conditions of Contract | Cancellation of PO/Contract if the delivery/completion is delayed by 10 days from agreed deadline. |
| Conditions for Release of Payment | Written Acceptance of Goods based on full compliance with RFQ requirements |
| Annexes to this RFQ | Specifications of the Goods Required (Annex 1)  Form for Submission of Quotation (Annex 2)  General Terms and Conditions / Special Conditions (Annex 3)  Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process. |
| Contact Person for Inquiries  (Written inquiries only) | *UNDP BIH - GENERAL SERVICES* [*registry.ba@undp.org*](mailto:registry.ba@undp.org)  Tel: +387 33 293 400 Fax: + 387 33 552 330  Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers. |

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP’s re-computation and correction of errors, its quotation will be rejected.

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

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier’s preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP’s vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. **In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml> .

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

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link: <http://www.un.org/depts/ptd/pdf/conduct_english.pdf>

**Thank you and we look forward to receiving your quotation.**

Sincerely yours,

UNDP BIH

**Annex 1**

**Potpuna specifikacija opreme**

1. **Traka za trčanje (**5 komada)

|  |  |
| --- | --- |
| Motor: | Elektro motor, stalna snaga 2,00 KS, maksimalna snaga 3,0 KS |
| Brzina: | maximalna  16 km/h, 4 "brza"tastera za podešavanje brzine |
| Nagib: | motorizovano dizanje,12 % |
| Računar: | LCD displej sa pozadinskim  osvjetljenjem,27 programa,7 funkcija: brzina,vrijeme vježbanja, utrošene kalorije, pređena razdaljina, puls, nagib podloge, naizmjeničan prikaz svih funkcija |
| Puls | Mjerenje preko dlanova ili preko grudnog pojasa POLAR-opcija |
| Dimenzija sprave: | D 1.698 mm, Š 849 mm V 1.300mm. Dimenzija trake za trčanje:1.300 mm/450mm |
| Dodatne funkcije: | elastična podloga za udobnije trčanje, bezbjedonosni prekidač u slučaju pada |
| Maksimalna težina korisnika: | 130 kg |

Karakteristike:

1. **Bicikli** (5 komada)

Karakteristike:

Bicikl sa računarom, koji posjeduje 6 funkcija, grafički prikaz opterećenja, pokazuje brzinu, ritam, vrijeme vježbanja, pređenu udaljenost, potrošnju kalorija, puls, senzori za mjerenje pulsa na rukohvatu, podesivi taster za zvučno upozorenje pojačanog pulsa, podešavanje sopstvenog režima treninga, magnetni sistem opterećenja sa kontrolom do 10 nivoa, masa zamajca 6 kg, podesivo sjedište, podesiv ugao rukohvata, maksimalna masa korisnika 130 kg.

1. **Eliptični trenažer** (6 komada)

Karakteristike:

Eliptični trenažer dimenzija: D106xŠ59xV150 cm. Ručke fiksne sa integrisanim senzorom za puls. LCD displej pokazuje vrijeme, brzinu, udaljenost, puls, kalorije i sken funkcija. Tih magnetski kočioni sistem, masa zamajca 5 kg, 8 niova otpora i velike neklizajuće pedale. Težina proizvoda 26,5 kg. Maksimalna težina vježbača 130 kg.

1. **Veslo** (3 komada)

Karakteristike:

Elektro motor, stalna snaga 2,00 KS, maksimalna snaga 3,0 KS. Dimenzija sprave: Dužina 1.698 mm, Širina 849 mm Visina 1.300mm. Dimenzija trake za trčanje: 1.300 mm/450mm

1. **Benč klupa** (5 komada)

Karakteristike:

Bench klupa sa rotirajućim osloncima, dio za vježbe mišića ramena i ruku, dio za vježbe mišićnih grupa nogu, rotirajuća podloga za sjedeći položaj, sistem za dodavanje opterećenja sa dva položaja, lat mašina, maksimalna masa korisnika 135 kg, maksimalno opterećenje u pločama 65 kg + 45 kg na drugim opterećenjima, podesiv položaj za vježbe u sjedećem položaju

1. **Benč klupa** (5 komada)

Karakteristike:

Benč klupa nudi 3 podesiva položaja nagiba kao i ravni položaj, sa tapaciranom podrškom za leđa i sjedištem.Uključuje: držače za tegove sa šikom, kuke za držanje tegova, odlagače za diskove tegova. Dizajnirana da omogući puni obim pokreta i vježbe poput benča, prsa, leptira, pritiska na noge i vježbe leđa. Moderan dizajn sa izdržljivom metalnom konstrukcijom

|  |  |
| --- | --- |
| Materijal | Metalna konstrukcija, tapacirano sjedište i podrška za leđa |
| Podrška za leđa | Podesiva sa 3 nivoa nagiba i ravnim položajem |
| Dimenzije | 154 x 120 x 104 cm |
| Težina | 25 kg |

1. **Klupa za trbušnjake** (6 komada)

Karakteristike:

Zakrivljena kosa klupa za trbušnjake SUB-2071. Idealna i lako sklopiva sprava za vježbanje trbušnih mišića sa mogućnošću podešavanja nagiba. Maksimalna težina vježbača do 130 kg. Dimenzije: dužina 125, širina 62 visina 77 cm.

1. **Hromirana kriva šipka** (10 komada)

Karakteristike:

Šipka kriva EZ standard, 26 mm, dužine 120 ccm, težine 8 kg. Uz šipku je neophodno naručiti i odgovarajuće osigurače.

1. **Hromirane šipke** (10 komada)

Karakteristike:

Šipka EZ standard, 26 mm, dužine 183 cm, sa navojem 30 cm tovarni deo, težine 10 kg.. Uz šipku je neophodno naručiti i odgovarajuće osigurače.

1. **Hromirane jednoručne šipke** (10 komada)

Karakteristike:

Šipka štelujuća standardna 1 x (5-10 kg), dužine 35cm, težina 2.5kg. Uz šipku je neophodno naručiti i odgovarajuće osigurače. Šipka sadrži 1x10 kg (2x1,5kg; 2x2,5 kg; 1xšipka 2,5 kg).

1. **Bučice** (20 komada)

* Komplet bučica za aerobik:

Set 1: 2x0,5 kg, 2x1 kg, 2x2 kg, 2x3 kg, 2x5 kg,

Set 2: 2x4 kg, 2x5 kg, 2x6 kg, 2x7 kg, 2x10 kg,

1. **Tegovi u ploči** (70 komada)

Set tegova u ploči težine od 1,25 kg do 20 kg, kompatibilni sa gore navednim hromiranim šipkama.

1. **Tegovi u manžetni** (10 komada)

Set tegova u manžetni težine od 0,5 kg do 5 kg.

1. **Ručke za sklekove** (5 komada)

Omogućavaju olakšano izvođenje sklekova, štite zglobove šake. Dužina 24 cm, širina 16 cm, visina 15 cm, čvrsta čelična konstrukcija. Hvatište je obloženo spužvastom gumom. Maksimalna težina vježbaća do 130 kg.

1. **Vreća za boks** (2 komada)

Vreća za udarce rukama i nogama u tijelo. Dimenzije: 120cm x 35cm (opcije od 40, 50 i 60 kg). Vreća izrađena od jakog plastificiranog materijala. Na vrhu postoje lanci zajedno sa ankerom za kačenje.

1. **Rukavice za vreću** (2 para)

Rukavice za udaranje u vreću izrađene od visokokvalitetne vještačke kože. Težina: do 500g. Čičak za utezanje. Prilagođavaju se svakoj ruci

1. **Rukavice za vreću bez prstiju** (2 para)

Rukavice za udaranje u vreću, ulimate fight. Težina: do 500g. Čičak za utezanje. Izrađene od kože.

1. **Rukavice za boks – vreće za žene** (2 para)

Rukavice za udaranje u vreću za žene. Težina do 500 g. Čičak za utezanje, izrađene od kože. Vreća za udarce rukama i nogama u tijelo. Dimenzije: 120cm x 35cm. Vreća izrađena od jakog plastificiranog materijala. Na vrhu postoje lanci zajedno sa ankerom za kačenje.

1. **Strunjača** (20 komada)

Strunjače  izrađene od regenerata, koja čini njenu unutrašnjost. Potrebno da imaju "metalne" otvore za izlazak viška vazduha iz njih. Presvučene sa jakim plastificiranim materijalom. Spojevi „vareni“ specijalnom metodom, što strunjači daje potrebnu hermetičnost, čvrstinu i kompaktnost.

Dimenzija: 200cm x 100 cm x 5 cm.

1. **Stalak za tegove** (2 komada)

Veliki stalak za odlaganje tegova i šipki. Napravljen od oblih cijevi. Gumirane šape koje štite pod i spravu. Dimenzije treba da odgovaraju za smještaj tegova po ovoj specifikaciji. Stalak za tegove vrši funkciju uštede prostora, tako da se u najkraćem roku mogu odabrati željene težine tega ili odgovarajuća šipka za vježbu koju slijedeću želimo odraditi, ne gubeći vrijeme u traženju željenog tega, kilaže ili šipke.

1. **Gume za rastezanje** (10 komada)

Set guma za rastezanje po elastičnosti (oporu). Najmanji otpor (1 kg), srednji otpor (2 kg), jaki tpor (2,5 kg), mnogo jači otpor (3,5 kg) i naročito jaki otpor (4 kg).

1. **Vijača sa brojačem** (5 komada)

Dužina vijaće oko 280 cm. Prikazuje i mjeri: broj skokova, potrošnju energije kao i vrijeme koje se provodi u vježbanju.

1. **Švedske ljestve** (2 komada)

Švedske ljestve omogućuju raznovrstan spektar vježbi određenih grupa mišića kao i vježbi istezanja. Dimenzije: visina 250 cm x širina 90 cm.

1. **Vaga sa visinomjerom digitalna** (1 komad)

Tehničke karakteristike:

* minimalno – maksimalno opterećenje: 2 – 220 kg
* gradacija: 100 g
* dimenzije: 392 x 320 x 1014 mm
* težina uređaja: 8,2 kg
* površina za vaganje: 320 x 320 mm
* veliki zaslon – 29 mm
* automatsko podešavanje nule
* tare i hold funkcija
* automatsko isključivanje
* baterijsko i strujno napajanje

1. **Ostala fitnes oprema (pilates i joga)**
2. *Power wheel – kotač za vježbanje (2 komada)*

Power Wheel (kotač) pokreće se rukama. Može da se radi neograničen broj fundamentalnih vježbi za učvrščivanje cijelog tijela, a posebno mišića stabilizatora trupa (trbuha, lumbalne regije,dubokih leđnih mišića,...). S vježbama na ovom kotaču ojačavaju se trbušnjaci i leđni mišići.

1. *Foam roller – fitnes valjak (2 komada)*

Foam roller, izrađen je od guste EVA spužve, lagan i jednostavan za korištenje.

Karakteristike proizvoda: - Dužina 90 cm

* Promjer 15 cm

Foam roller omogućava bezbroj korisnih vježbi za razvoj snage i ravnoteže.

1. *Slalom motka (10 komada)*
2. *Masažne loptice (5 komada)*

Karakteristike:

X-Plorer Pilates Masažna Lopta 65cm + Pumpa, Dimenzije 65 cm. Izrađena od visokokvalitetnog PVC materijala. Lopta dolazi u kompletu sa pumpom.

1. *Gimnastička lopta Body sculpture 65 cm (5 komada)*

Karakteristike:

Gimnastička lopta Body sculpture prečnika 65 cm. Lopta dolazi u kompletu sa pumpom. Izrađena od visokokvalitetnog PVC materijala.

1. *Otežana brzinska vijača (2 komada)*
2. *Aerobik step klupica insportline (2 komada)*

Karakteristike:

* Materijal: tvrda plastika
* Dimenzije: 68x28 cm
* Podesiva visina: 10 ili 15 cm
* Nosivost: 200 kg

Step klupica sadrži proukliznu površinu kako bi se osiguralo stabilno vježbanje.

1. *Toning lopta insportline 4 kg (5 komada)*

Toning lopta težine 4 kg za pilate, fitnes i joga vježbe.

1. *Tranpolin 90 cm (1 komad)*

Trampolina je sprava koja služi za sport i rekreaciju. Sastoji se od čvrstog elastičnog platna rastegnutog oko metalnog okvira. Platno je za okvir pričvršćeno čvrstim elastičnim trakama koje čuvaju poetencijalnu energiju odnosno daju dodatni impuls skoku. Prečnik trampoline 95 cm. Maksimalna težina korisnika 100 kg.

1. *Ogledalo (10 m²)*

Zaključno sa rednim brojem **25 (dvadesetpet).**

**Annex 2**

**FORM FOR SUBMITTING SUPPLIER’S QUOTATION**

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

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. BIH/RFQ/093/15:

**Price schedule**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Item | Item description | Unit of measure | Unit Price | Qty | TOTAL Without **VAT** | Custom amount | VAT  Amount | TOTAL (BAM):  With **VAT & custom** |
|  | | | | | | | | |
| **1** | Traka za trčanje | komad |  | 5 |  |  |  |  |
| **2** | Bicikli | komad |  | 5 |  |  |  |  |
| **3** | Eliptični trenažer | komad |  | 6 |  |  |  |  |
| **4** | Veslo | komad |  | 3 |  |  |  |  |
| **5** | Benč klupa | komad |  | 5 |  |  |  |  |
| **6** | Benč klupa | komad |  | 5 |  |  |  |  |
| **7** | Klupa za trbušnjake | komad |  | 6 |  |  |  |  |
| **8** | Hromirana kriva šipka | komad |  | 10 |  |  |  |  |
| **9** | Hromirane šipke | komad |  | 10 |  |  |  |  |
| **10** | Hromirane jednoručne šipke | komad |  | 10 |  |  |  |  |
| **11** | Bučice | komad |  | 20 |  |  |  |  |
| **12** | Tegovi u ploči | komad |  | 70 |  |  |  |  |
| **13** | Tegovi u manžetni | komad |  | 10 |  |  |  |  |
| **14** | Ručke za sklekove | komad |  | 5 |  |  |  |  |
| **15** | Vreća za boks | komad |  | 2 |  |  |  |  |
| **16** | Rukavice za vreću | komad |  | 2 |  |  |  |  |
| **17** | Rukavice za vreću bez prstiju | komad |  | 2 |  |  |  |  |
| **18** | Rukavice za boks – vreće za žene | komad |  | 2 |  |  |  |  |
| **19** | Strunjača | komad |  | 20 |  |  |  |  |
| **20** | Stalak za tegove | komad |  | 2 |  |  |  |  |
| **21** | Gume za rastezanje | komad |  | 10 |  |  |  |  |
| **22** | Vijača sa brojačem | komad |  | 5 |  |  |  |  |
| **23** | Švedske ljestve | komad |  | 2 |  |  |  |  |
| **24** | Vaga sa visinomjerom digitalna | komad |  | 1 |  |  |  |  |
| **25** | **Ostala fitness oprema (pilates i joga) – UKUPNO za stavke a) – j)** |  |  | 1 |  |  |  |  |
| **a)** | Power wheel-kotač za vježbanje | komad |  | 2 |  |  |  |  |
| **b)** | Foam roller – fitnes valjak | komad |  | 2 |  |  |  |  |
| **c)** | Slalom motka | komad |  | 10 |  |  |  |  |
| **d)** | Masažne loptice | komad |  | 5 |  |  |  |  |
| **e)** | Gimnastička lopta Body sculpture 65 cm | komad |  | 5 |  |  |  |  |
| **f)** | Otežana brzinska vijača | komad |  | 2 |  |  |  |  |
| **g)** | Aerobik step klupica | komad |  | 2 |  |  |  |  |
| **h)** | Toning lopta 4kg | komad |  | 5 |  |  |  |  |
| **i)** | Tranpolin | komad |  | 1 |  |  |  |  |
| **j)** | Ogledalo | komad |  | 1 |  |  |  |  |
| Total BAM | | | | |  |  |  |  |

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

*[Designation]*

*[Date]*

**Annex III**

1. **ACCEPTANCE OF THE PURCHASE ORDER**

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. **PAYMENT**

* 1. UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
  2. Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
  3. Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
  4. The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. **TAX EXEMPTION**

3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. **RISK OF LOSS**

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. **EXPORT LICENCES**

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. **FITNESS OF GOODS/PACKAGING**

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. **INSPECTION**

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. **INTELLECTUAL PROPERTY INFRINGEMENT**

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. **RIGHTS OF UNDP**

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

* 1. Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
  2. Refuse to accept delivery of all or part of the goods.
  3. Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. **LATE DELIVERY**

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. **ASSIGNMENT AND INSOLVENCY**

* 1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
  2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

**12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM**

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

**13. PROHIBITION ON ADVERTISING**

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

**14. CHILD LABOUR**

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

**15. MINES**

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

**16. SETTLEMENT OF DISPUTES**

16.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

**17. PRIVILEGES AND IMMUNITIES**

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**18. SEXUAL EXPLOITATION:**

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor’s personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor’s personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

1. **OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

**20. AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.