



Empowered lives.
Resilient nations.

REQUEST FOR QUOTATION (RFQ) (Goods)

	DATE: January 20, 2016
	REFERENCE: RFQ/UNDP/39/2016

Dear Sir / Madam:

We kindly request you to submit your quotation for the supply and delivery of **booster station** as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the forms attached hereto as Annex 1, 2, 3.

Quotations may be submitted on or before 10 February, 2016, 17.00 local (Minsk) time and via ☒e-mail, ☒courier mail or ☒facsimile to the address below:

United Nations Development Programme
220050, Republic of Belarus, Minsk, Kirov str., 17, 6th floor
Receptionist
+375 (17) 226 03 40 (fax), tenders.by@undp.org

Quotations submitted by email must be limited to a maximum of 7MB, virus-free and no more than 5 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline (contact phone: +375 (17) 327 48 76). Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

A pre-Bid conference	<p>Time: 10:00 (Minsk time). Date: January 28, 2016 Location: UNDP Office in Belarus, 6th Floor, 17, Kirova Str., Minsk, 220050, Republic of Belarus, conference room.</p> <p>Contact person from UNDP responsible for organization of pre-bid conference: Natallia Kazliakouskaya Procurement Specialist, Project "Supporting the Transition to a Green Economy in the Republic of Belarus" No. 00081657</p>
-----------------------------	---

	Telephone: +375 17 245 16 05 E-mail: natallia.kazliakouskaya@undp.org Please, submit notification of your intention to attend the pre-bid conference to the above-mentioned e-mail before 13.00 January 27, 2016. Please, specify names of the participants in your notification.
--	---

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned goods:

Delivery Terms [INCOTERMS 2010]	<input checked="" type="checkbox"/> DAP Republic of Belarus, Gomel region, Zhitkovichi district, in the region of Dubrova village, at the coast of Lake Chervonoye (Production base of OAO "Zhitkovichihimservice") (INCOTERMS 2010)
Customs clearance, if needed, shall be done by	<input checked="" type="checkbox"/> UNDP
Exact Address/es of Delivery Location/s (identify all, if multiple)	Republic of Belarus, Gomel region, Zhitkovichi district, in the region of Dubrova village, at the coast of Lake Chervonoye (Production base of OAO "Zhitkovichihimservice")
UNDP Preferred Freight Forwarder, if any	Not applicable
Distribution of shipping documents	Shipping documents should be sent to the address: UN/UNDP Office in Belarus (project No. 00081657), 220050, Belarus, Minsk, Kirova str., 17, 6th floor. Copies of the documents should be sent to the e-mail address: natallia.kazliakouskaya@undp.org
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	<input checked="" type="checkbox"/> 60 days from the issuance of the Purchase Order (PO)
Delivery Schedule	<input checked="" type="checkbox"/> Not Required
Packing Requirements	Packing must ensure undamaged delivery of all items
Mode of Transport	<input checked="" type="checkbox"/> AIR <input checked="" type="checkbox"/> LAND <input checked="" type="checkbox"/> SEA
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollar <input checked="" type="checkbox"/> Euro <input checked="" type="checkbox"/> Belarusian Ruble. The contract will be signed and the payment will be made in the currency of submitted quotation. United Nations Development Programme is non-resident of the Republic of Belarus (Headquarters are located in New York, USA at the address: United Nations Plaza, 1, New York).
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> The price proposals of the Offerors, non-residents of the Republic of Belarus shall not include VAT. In the price proposals of the Offerors, residents of the Republic of Belarus, VAT, if included, shall be clearly indicated in the price proposal. In such a case, VAT,

	<p>if any, will be paid to the Supplier and reimbursed to UNDP by the Ministry of Finance of the Republic of Belarus.</p> <p>The price proposals of the Offerors will be compared without VAT.</p>
After-sales services required	<p><input checked="" type="checkbox"/> Warranty for a minimum period of twenty four (24) months from the Goods acceptance date.</p> <p>During warranty period all warranty maintenance and services shall be performed by the Supplier/Supplier's authorized representative at the Supplier's cost and shall cover labour, materials and parts/units.</p> <p>Brand new replacement if purchased unit is beyond repair shall be done by the Supplier and at the Supplier's cost.</p> <p>The Supplier shall provide warranty maintenance of supplied Goods within 15 days upon receipt of such request.</p> <p>Performance restoration time of the supplied Goods during warranty period or Goods' replacement must not exceed 15 working days upon receipt of written request by the Purchaser.</p> <p>The Supplier shall guarantee that during the warranty period transportation of the Goods or their parts from the Goods location to the Supplier's service center and back for warranty repairs and maintenance, if needed, will be at the Supplier's own cost.</p>
Deadline for the Submission of Quotation	17.00 local (Minsk) time, February 10, 2016
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<p><input checked="" type="checkbox"/> English</p> <p><input checked="" type="checkbox"/> Others: Russian, Belarussian</p>
Documents to be submitted	<p><input checked="" type="checkbox"/> Duly completed forms as provided in Annexes 1, 2,;</p> <p><input checked="" type="checkbox"/> Latest Business Registration Certificate;</p> <p><input checked="" type="checkbox"/> Company background information (Annex 3);</p> <p><input checked="" type="checkbox"/> Confirmation that the Offeror offers Goods of own production, otherwise certification or authorization to act as an agent on behalf of the manufacturer (power of attorney, distributor agreement, etc.) if an Offeror is not the manufacturer;</p> <p><input checked="" type="checkbox"/> Documentary evidence of the technical parameters of the offered goods (technical details of the goods offered in the form of catalogues/descriptive literature/manuals with schematic drawings);</p> <p><input checked="" type="checkbox"/> Documentary evidence of financial solvency of Offeror (bank note about financial solvency of the Offeror, note from tax office confirming absence of outstanding tax liabilities);</p> <p><input checked="" type="checkbox"/> Documentary evidence confirming quality of goods (valid quality/conformity certificate/declaration or other document confirming quality of goods, or product conformity marking), ISO certificate or equivalent national certificate (if available).</p>
Period of Validity of Quotes starting the Submission Date	<p><input checked="" type="checkbox"/> 90 days</p> <p>In exceptional circumstances, UNDP may request the Offeror to extend the validity of the Quotation beyond what has been initially</p>

	indicated in this RFQ. The Offeror shall then confirm the extension in writing, without any modification whatsoever on the Quotation
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> 100% within 15 days upon complete delivery and acceptance of goods.
Liquidated Damages	<i>0.1% of contract amount for every day of delivery delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated</i>
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to RFQ requirements and lowest price <input checked="" type="checkbox"/> Full acceptance of the Purchase Order/Contract General Terms and Conditions
UNDP will award Contract to	<input checked="" type="checkbox"/> One Supplier only: the contract will be awarded to the quotation that complies with all of the specifications, RFQ requirements as well as all other evaluation criteria indicated in the RFQ and offers the lowest price.
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order (PO), PO form is posted at www.by.undp.org/content/belarus/en/home/operations/procurement/
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 30 calendar days
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with Contract/Purchase Order requirements
Annexes to this RFQ	<input checked="" type="checkbox"/> Specifications of the Goods Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> Others: Company Background Information Form (Annex 3) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4) Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process
Contact Person for Inquiries (Written inquiries only)	<p><i>Natallia Kazliakouskaya</i> <i>Procurement Specialist, Project "Supporting the Transition to a Green Economy in the Republic of Belarus" No. 00081657</i> natallia.kazliakouskaya@undp.org</p> <p>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</p>

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.

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,
Tatsiana Lazouskaya
Procurement Associate
January 20, 2016

Technical Specifications
BOOSTER STATION

The procurement of the booster station is conducted within the framework of Project “Supporting the Transition to a Green Economy in the Republic of Belarus” funded by the European Union and implemented by the United Nations Development Programme, No. 00081657.

Function: use as intermediate pumping station between the dredger and settling (accumulation) area of sapropel pulp for additional pumping of slurry of mineral and organic (sapropel) particles to the distance of up to 1.5 km.

Place of operation: Production base of OAO “Zhitkovichi himservice” at the address: Gomel region, Zhitkovichi district, in the region of Dubrova village, to the South of South-Eastern coast of Lake Chervonoye.

Information about features of operation site where booster station is intended to be operated (electric pump unit on the basis of slurry (sludge) pumps of centrifugal type or centrifugal and vortex type): booster station operates together with lake dredger, floating slurry pipeline and coastal slurry pipeline. The dredger is of a pontoon type with electric motor and a slurry (sludge) pump of model EL 1204 HHC. Diameter of pressure branch pipe is 200 mm, speed 1450 rpm, capacity 250 m³/h, pressure height 54 meters w.c., installed capacity of electromotor is 90 kW. Length of floating slurry pipeline is 500 m, coastal slurry pipeline is 2000 m (from the coast to the entrance to the settling site). The pipeline consists of separate 12 m sections with metal flanges at both ends of each pipe. Polyethylene class is PE 100. Maximum pressure of the transported pipe is 0,8 MPa (8 Bar). The total length of slurry pipeline to the booster station is 600 m. Length of slurry pipeline from booster station to remote settling site is 2000 m. Land surface is flat. Slurry discharge level exceeds the lake stage by 2,5 m. The approach way to the sapropel processing site is conducted by road without solid surface of 2 km.

Characteristics of the pumped medium: abrasive slurry of mineral and organic particles (sapropel with ash content of 45-50%). Relative humidity 92–94 %, density 1,02-1,06 kg/m³, temperature +5 ... + 40 °C, maximum size of mineral inclusions is 30mm, of solid organic inclusions is 70 mm, bulk concentration of solid phase 20 %, solids content 60-100 g/l, pH value 5-7.

The total number of the procured equipment is 1 set.

Technical requirements:

Item to be Supplied	Description / Specifications of Goods (required)	Description / Specifications of Goods (offered) <u>Please indicate parameters of the offered goods</u>
Booster station	Model, manufacturer, country of origin	<i>Please indicate for the offered goods:</i> Model: _____ Manufacturer: _____ Country of origin: _____
	<u>I General requirements:</u>	
	1. Year of manufacture: Not earlier than 2014 (brand new, unused);	
	2. Type: Booster station including slurry (sludge) centrifugal pump or centrifugal and vortex pump with electric drive in the protective metal case with a roof and inspection windows (maintenance hatches) for inspection, technical maintenance and repair. Booster station is mounted to the base which is in the form of skid landing gear for transportation by traction;	
	3. Equipment function: Pressure increase of the supplied from the lake sapropel pulp for its pumping into the settling site;	
	4. Operational conditions:	
	4.1. Climatic zone: Moderate climate;	
	4.2. Period: From the beginning of May till the end of October at above 0°C temperature range;	
	5. Certification: documentary evidence confirming quality of goods (valid quality/conformity certificate/declaration or other document confirming quality of goods, or product conformity marking), ISO certificate or equivalent national certificate (if available).	
	<u>II Performance and technical characteristics:</u>	
	1. Pump: Centrifugal pump or centrifugal and vortex pump with direct drive and 5-blade impeller for abrasive slurry;	
	1.1. Capacity on pulp, m³/h: 250-300;	
	1.2. Pump thrust, m: 50-75;	

	1.3. Speed, rpm: 1000-1500;	
	1.4. Maximum pressure at the output, MPa: 0,8;	
	1.5. Pump seal: Face seal with supply of washing liquid;	
	1.6. Flow part: Superhard (wear-resistant) alloy;	
	1.7. Diameter of suction pipe / outlet-pipe, mm: 200-220/ 200-220;	
	1.8. Minimum gap of impeller, mm: 65;	
	1.9. Input pressure control: Automatic control of speed according to input pressure of pulp supplied from the dredger;	
	2. Electric motor:	
	2.1. Power supply voltage, V: 380;	
	2.2. Network power frequency, Hz: 50;	
	2.3. Power, kW: 80-150;	
	2.4. Insulation class: F;	
	2.5. Protection level: Not lower than IP 54, overload protection and circuit interruption protection;	
	2.6. Connection to the pump: Through flexible clutch;	
	2.7. Operation mode: S1;	
	2.8. Number of pairs of poles: 4-8;	
	2.9. Climatic category: Moderate climate	
	2.10. Placement category: 2 (under shelter eliminating direct solar radiation and atmospheric precipitation)	
	3. Completeness of the station: Base in the form of skid landing gear for transportation by traction; electric motor, pump body, protective metal case (with a roof made of galvanized sheet steel of 2-3 mm with inspection windows / maintenance hatches) are mounted on the base;	

	4. Control: Manual control. Electric control panel for distant station control from dredger;	
	5. Colour: Any bright colour according to the requirements of occupational safety regulations;	
	6. Tool kit: Standard Tool kit;	
	7. Quick-wearing spare parts supplied with the booster station:	
	7.1. pump impeller: 1 pcs;	
	7.2. face seal (mechanical) of the pump impeller: 2 pcs;	
	7.3. bearings of pump shaft: 4 pcs;	
	7.4. Pins of pump shaft seal: 8 pcs;	

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

[Designation]

[Date]

FORM FOR SUBMITTING SUPPLIER'S QUOTATION
(This Form must be submitted only using the Supplier's Official Letterhead/Stationery)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per Reference RFQ/UNDP/39/2016:

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

Item No.	Description/Specification of Goods	Quantity, Unit of measurement	Latest Delivery Date	Unit Price* (less VAT)	Total Price per Item* (less VAT)
1	Booster station (согласно технической спецификации Приложения 1) включая следующие составляющие:	1 set			
1.1	Pump;	1 pcs.			
1.2	Electric motor;	1 pcs.			
1.3	Tool kit;	1 pcs.			
1.4	Quick-wearing spare parts supplied with the booster station:	-			
1.4.1.	pump impeller;	1 pcs.			
1.4.2.	face seal (mechanical) of the pump impeller;	2 pcs.			
1.4.3.	bearings of pump shaft;	4 pcs.			
1.4.4.	Pins of pump shaft seal	8 pcs.			
2	Add : Other Charges (VAT if applicable)				
3	Total Final and All-Inclusive Price Quotation				
	Currency of offer				
	Country of origin¹				
	Estimated weight/volume/dimension of the Consignment				

*Unit Price, Total Price per item and Total Final and All-Inclusive Price Quotation should be based on terms of delivery: DAP Republic of Belarus, Gomel region, Zhitkovichi district, in the region of Dubrova village, at the coast of Lake Chervonoye (Production base of OAO "Zhitkovichihimservice") (INCOTERMS 2010).

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

[Designation]

[Date]

1 - If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.

TABLE 2 : Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time <i>[not later than 60 days from the date of signing of the contract]</i>			
Terms of delivery [DAP Republic of Belarus, Gomel region, Zhitkovichi district, in the region of Dubrova village, at the coast of Lake Chervonoye] (Production base of OAO "Zhitkovichihimservice") (INCOTERMS 2010)			
Validity of Quotation <i>[not less than 90 days starting from the Submission Date]</i>			
Payment terms [100% within 15 days upon complete delivery and acceptance of goods]			
All Provisions of the UNDP General Terms and Conditions			
Documentary evidence of the technical parameters of the offered goods			
Certification or authorization to act as agent in behalf of the manufacturer (power of attorney, distributor agreement, etc) if an Offeror is not the manufacturer			
Documentary evidence of financial solvency of Offeror (bank note about financial solvency of the Offeror, note from tax office confirming absence of outstanding tax liabilities)			
Documents confirming quality of the offered goods.			
Warranty for a minimum period of twenty four (24) months from the Goods acceptance date			
During warranty period all warranty maintenance and services will be performed by the Supplier/Supplier's authorized representative at the Supplier's cost and shall cover labour, materials and parts/units. Brand new replacement if purchased unit is beyond repair will be done by the Supplier and at the Supplier's cost.			

<p>The Supplier will provide warranty maintenance of supplied Goods within 15 days upon receipt of such request. Performance restoration time of the supplied Goods during warranty period or Goods' replacement will not exceed 15 working days upon receipt of written request by the Purchaser.</p> <p>The Supplier guarantees that during the warranty period transportation of the Goods or their parts from the Goods location to the Supplier's service center and back for warranty repairs and maintenance, if needed, will be at the Supplier's own cost.</p>			
---	--	--	--

We hereby declare of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.

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

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

Company Background Information

Each legal entity or individual enterpriser submitting the quotation shall complete the form:

1	Name of Offeror:	
2	Address:	
3	Telephone Number:	E-mail:
4	Fax Number:	Contact Person:
5	Country of Registration:	Registration Year:
6	Name of Body Issuing Business Registration Certificate:	
7	Name and Position of the Head of Company/Organization:	
8	Contact Person under the Offer:	
9	Bank Details:	
10	Conditions for warranty and post warranty servicing of the offered goods (term for replacement or repair of the defective product/parts, etc.) and information on the Manufacturer's authorized agent (name, location, contact details) responsible for provision of warranty maintenance in the country of end-user of the Goods (Republic of Belarus):	

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

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

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

2. PAYMENT

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

3. TAX EXEMPTION

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

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

5. EXPORT LICENCES

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

6. FITNESS OF GOODS/PACKAGING

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

7. INSPECTION

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

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

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

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

11. ASSIGNMENT AND INSOLVENCY

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. CHILD LABOUR

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

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

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to

the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

16. SETTLEMENT OF DISPUTES

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

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

17. PRIVILEGES AND IMMUNITIES

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

18. SEXUAL EXPLOITATION:

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

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

19.0 OFFICIALS NOT TO BENEFIT:

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

20. AUTHORITY TO MODIFY:

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