



REQUEST FOR QUOTATION (RFQ)
(Supply and Delivery Spare parts for Trucks -Aden & Mukallah)

DATE: September 09, 2020

REFERENCE: RFQ-YEM-82-2020

Dear Sir / Madam:

We kindly request you to submit your quotation for **Supply and Delivery Spare parts for Trucks -Aden & Mukallah**, as detailed in Annex 2 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 1.

Documents uploaded in the system as part of your quotation 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 is submitted on or before the deadline indicated below by UNDP. Bids can be submitted online through procurement email # procurement.yemen@undp.org or by Hard copies to UNDP office – attention Procurement Unit - Address : UNDP Office – Sana’a -60th street near to Ministry of Human rights .

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

Delivery Terms [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	X DDP. Delivery to: - Aden - Mukallah
Customs clearance, if needed, shall be done by:	X Supplier
Exact Address/es of Delivery Location/s (identify all, if multiple)	X Delivery to: - ADEN - Mukalla
UNDP Preferred Freight Forwarder, if any	One supplier
Distribution of shipping documents <i>(if using freight forwarder)</i>	N/A
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	X 4 weeks from the receipt of approved purchase order
Delivery Schedule	X Required
Packing Requirements	X Up to the supplier, the tempered or damaged items or any part will be rejected
Mode of Transport	X Up to the supplier, timely delivery is mandatory despite selection of the mode
Value Added Tax on Price Quotation	X Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	X Warranty as standard X Technical support for maintenance and repair, e.g. availability of repair store; X After sales services ;

Deadline for the Submission of Quotation	X 24 September,2020 at 2:00 pm Sana'a local time
All documentations, including catalogs, instructions and operating manuals, shall be in this language	X English
Documents to be submitted ¹	<p>X Company profile not exceeding fifteen (15) pages, including; List of pervious projects.</p> <p>X Past experience to supply spare parts for Trucks with minimum 3 years ;</p> <p>X Duly Accomplished Form as provided in Annex 2 and detail specs, and in accordance with the list of requirements in Annex 1;</p> <p>X Quality Certificates (ISO, etc.) (if applicable);</p> <p>X Latest Business Registration Certificate;</p> <p>X Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;</p>
Period of Validity of Quotes starting the Submission Date	<p>X 60 days</p> <p>In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.</p>
Partial Quotes	X Not Permitted.
Payment Terms	X 100% upon complete delivery of goods and service.
Liquidated Damages	X 0.5% penalty of the PO value for each day of delay, Up to a maximum of 10% of the total contract amount. Thereafter, the UNDP reserves the right to cancel the PO or to terminate the contract.

¹ First 2 items in this list are mandatory for the supply of imported goods

Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price; <input checked="" type="checkbox"/> Catalogue or photos for the required spare parts as per the specification; <input checked="" type="checkbox"/> Comprehensiveness of after-sales services; <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions;
UNDP will award to:	<input checked="" type="checkbox"/> One Supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order with PO conditions and General Terms and Conditions for Goods
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery is delayed by 30 days beyond the agreed delivery due date
Conditions for Release of Payment	<input checked="" type="checkbox"/> Passing Inspection for the required items <input checked="" type="checkbox"/> Signed delivery note. <input checked="" type="checkbox"/> Written Acceptance of spare parts based on full compliance with RFQ requirements. <input checked="" type="checkbox"/> Original Invoice
Contact Person for Inquiries (Written inquiries only) ²	AbdulRaheem Almekhlafi/Procurement assistant Abdulraheem.almekhlafi@undp.org Samira Al-Farah/Procurement Analyst Samira.alfarah@undp.org/ 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.

² This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

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. The system automatically calculates the final bid prices by multiplying the unit price by the quantity. In the event when the Bidder put a quantity that is different from the quantity required, provided that the Bid is substantially responsive, UNDP will re-calculate the Bidders total price based on the correct quantity and using the unit prices offered by the Bidder. Unit prices cannot be changed.

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/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 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,

Samira Al-Farah

Procurement Analyst

September 09, 2020

Samira Alfarah

Annex 1

Specification - Spare parts for HYUNDAI Trucks or Equivalent**LOCATION : MUKALLA**

TRUCKS IN mukall		COUNTRY		YEAR		Amount in USD
SN	TRUCK TYPE	MANUFACTURE	VIN NO :	MODEL	Serial Truck NO:	
1	HYUNDAI DumpTruck 5TON	KOREA	KMCLK19A7CC056028	2012	44	
2	HYUNDAI DumpTruck 2.5TON	KOREA	KMCGK17L7CC169550	2012	49	
Total						

	TRUCKS IN muklla	VIN	Serial Truck NO:	USD		
	HYUNDAI DumpTruck 5TON	KMCLK19A7CC056028	44			
NO	DESCRIPTION	PART NO	UNIT	QTY	U.P	T.P
1	lamp assy-LH	9251055401	PIECE	1		
2	COOLER ASSY -OIL	2641093201	PIECE	1		
3	NOZZLE ASSY-FUEL INJECTION	3382493021	PIECE	6		
4	LAMP ASSY -HEAD RH	921026A002	PIECE	1		
5	CLEANER ASSY-AIR	281006A001	PIECE	1		
6	BOOT -RUBBER RH	281846A000	PIECE	1		
7	FILTER-BY-PASS ENGINE OIL	2630093000	PIECE	1		
8	TURBO CHARGER	282308Y000	PIECE	1		
9	LAMP ASSY-RH	9251055501	PIECE	1		
10	SPRING ASSY -REAR	5510062002	PIECE	2		

11	JOINT ASSY-UNIVERSAL	4914055300	PIECE	2		
12	CYLINDER ASSY-WHEEL-LH	5833062004	PIECE	1		
13	SHOE LININING ASSY brake	583406A900	PIECE	4		
14	SHOE LININING ASSY brake	581406a900	PIECE	4		
15	RADIATOR ASSY	253006A004	PIECE	1		
16	COVER ASSY-CLUCH	412006A000	PIECE	1		
17	DISC ASSY-CLUCH	411006A100	PIECE	1		
18	COVER ASSY-TOP	GK88V174100	PIECE	1		
19	HUB SUB-ASSY -RELEASE	414116A340	PIECE	1		
20	SHOE LININING ASSY PARKING	5983062250	PIECE	2		
21	FUEL FILTER	3195093001	PIECE	1		
22	GASKET OIL COOLER	2645693070	PIECE	1		
23	LAMP ASSY -HEAD LH	921016A002	PIECE	1		
24	CYLINDER ASSY-WHEEL-	5835062004	PIECE	1		
25	CYLINDER ASSY-WHEEL-	5843062004	PIECE	1		
26	CYLINDER ASSY-WHEEL-	5845062004	PIECE	1		
27	Car tires BRIDGESTON	825-16	PIECE	6		
28	Car battery	70A	PIECE	2		
Total Amount						

	TRUCKS IN muklla	VIN	Serial Truck NO:			
	HYUNDAI DumpTruck 2.5TON	KMCGK17L7CC169550	49	USD		
NO	DESCRIPTION	PART NO	UNIT	QTY	U.P	T.P
1	gasket ket-engine	20910-41b20	KET	1		
2	cylinder liner	2113145901	SET	1		
3	PISTON SET	2341145200	SET	1		

4	RING SET PISTON	23040-41220	SET	1		
5	BEARING SET CRANKSHAFT	21020-45020	SET	1		
6	BEARING SET Con rod	23060-45932	SET	1		
7	PLATE-CRANKSHAFT	2121545020	SET	1		
7	Valve HEAD	2211241001	SET	1		
7	Valve HEAD	2211345011	SET	1		
8	connecting rod asm	23510-45902	PIECE	4		
9	NOZZLE ASSY-FUEL INJECTION	3381441000	PIECE	4		
10	FUEL FILTER	31945-41002	PIECE	1		
11	OIL FILTER	26311-45001	PIECE	1		
12	AIR FILTER	28130-5H002	PIECE	1		
13	TURBOCHARGER	2823041710	PIECE	1		
14	FLYWHEEL	2320045200	PIECE	1		
15	COVER ASSY CLUCH	4120045000	PIECE	1		
16	DISC ASSY-CLUTCH	411005K120	PIECE	1		
17	BEARING-CLUCH	QD41414T00010	PIECE	1		
18	SPRING ASSY -FRONT	541005K001	PIECE	1		
19	SPRING ASSY -REAR	551005K001	PIECE	1		
22	water pump	25100-41700	PIECE	1		
23	pump assy -oil	2610045010	PIECE	1		
24	RADIATOR ASSY	25301-5K501	PIECE	1		
25	water hose	25412-5H002	PIECE	1		
26	water hose	25413-5H003	PIECE	1		
27	BOOSTER ASSY-BRAKE	5861045023	PIECE	1		
28	CYLINDER BRAKE	586205H050	PIECE	1		
30	Car battery	70a	PIECE	2		
30	Car tires BRIDGESTON	750-16	PIECE	6		
Total Amount						

LOCATION: ADEN

	TRUCKS IN ADEN CITY	COUNTRY		YEAR		
SN	TRUCK TYPE	MANUFACTURE	VIN NO :	MODEL	Serial Truck NO:	USD
1	HYUNDAI Compactor Garbage Truck	KOREA	KMFGA17C4FC283824	2015	273	
2	HYUNDAI Compactor Garbage Truck	KOREA	KMFGA17C0FC285523	2015	280	
3	HYUNDAI DumpTruck 15 Tone	KOREA	KMCDB18CP8C022950	2008	10750	
4	HYUNDAI DumpTruck	KOREA	KMCGK17FPCC195386	2012	217	
Total Amount						

	TRUCKS IN ADEN	VIN	Serial Truck NO:	USD		
	HYUNDAI Compactor Garbage Truck	KMFGA17C4FC283824	273			
NO	DESCRIPTION	PART NO	UNIT	QTY	Unit Price	Total Price
1	radiator	25301-5k410	PIECE	1		
2	water hose	25412-5h002	PIECE	1		
3	water hose	25413-5h402	PIECE	1		
4	bumper	86510-56000	PIECE	1		
5	cylinder liner	21131-45900	SET	1		
6	piston	23411-45200	SET	1		
7	ring piston	23040-41220	SET	1		
8	crankshaft metal	21020-45020	SET	1		
9	metal	23060-45500	SET	1		

10	thrust crankshaft	21215-45020	SET	1		
11	gasket ket-engine	20910-41E00	SET	1		
12	crankshaft	23100-45500	PIECE	1		
13	water pump	25100-45010	PIECE	1		
14	oil pump	26100-45010	PIECE	1		
15	full filter diesel	31945-41002	PIECE	1		
16	oil filter	26311-45010	PIECE	1		
17	air filter	28130-5H002	PIECE	1		
18	connecting rod asm	23510-45902	PIECE	4		
19	nozle	33810-45200	PIECE	4		
20	interruptor deencendido	93110-5ka00	PIECE	1		
21	Car tires	825-16	PIECE	6		
22	Car battery	70A	PIECE	2		
23	transmission asm-manual	43050-5H305	PIECE	1		
24	disc assy-clutch	41100-5K120	PIECE	1		
25	cover assy-clutch	41200-5H200	PIECE	1		
26	bearing clutch	QD414-20T00140	PIECE	1		
27	cylinder clutch	41700-5H101	PIECE	1		
28	spring assy -rr	55100-5K001	PIECE	2		
Total Amount						

	TRUCKS IN ADEN	VIN	Serial Truck NO:			
	HYUNDAI DumpTruck	KMCGK17FPCC195386	217	USD		
NO	DESCRIPTION	PART NO	UNIT	QTY	Unit price	Total Price
1	radiator	25301-5K501	PIECE	1		
2	water hose	25412-5H002	PIECE	1		
3	water hose	25413-5H003	PIECE	1		
4	lamp	92102-5K001	PIECE	1		
5	lamp	92101-5K001	PIECE	1		
6	tail light r	92402-7A100	PIECE	1		
7	tail light l	92401-7A100	PIECE	1		
8	interruptor deencendido	93110-5KA00	PIECE	1		
9	cylinder liner	21131-41200	SET	1		
10	crankshaft metal	21020-45020	SET	1		
11	metal	23060-41020	SET	1		
12	thrust crankshaft	21215-45020	SET	1		
13	water pump	25100-41700	PIECE	1		
14	full filter diesel	31945-41002	PIECE	1		
15	oil filter	26311-45010	PIECE	1		
16	air filter	28130-5H002	PIECE	1		
17	connecting rod asm	23510-41902	PIECE	4		
18	Car tires	750-16	PIECE	6		
19	Car battery	70A	PIECE	2		
20	oil pump	26100-41700	PIECE	1		
21	nozzle	33812-41030	PIECE	4		
22	piston	23411-41210	SET	1		
23	ring piston	23040-41210	SET	1		
24	gaskit eng-ket	20910-41d20	SET	1		

25	panel front	71511-5k001	PIECE	1		
26	panel -front door outer-rh	75021-5h501	PIECE	1		
27	panel -front door lh	75003-5h500	PIECE	1		
28	cable assy-select	43750-5h250	PIECE	1		
29	cable assy-shift	43740-5h250	PIECE	1		
30	disc assy clutch	41100-46101	PIECE	1		
31	cover assy-clutch	41200-45000	PIECE	1		
32	cylinder assy clutch	41700-5h101	PIECE	1		
33	link assy-drag	56810-5h501	PIECE	1		
34	wheel assy	52910-45003	PIECE	3		
Total Amount						

	TRUCKS IN ADEN	VIN	Serial Truck NO:			
	HYUNDAI Compactor Garbage Truck	KMFGA17C0FC285523	280	USD		
NO	DESCRIPTION	PART NO	UNIT	QTY	Unit price	Total price
1	radiator	25301-5K410	PIECE	1		
2	water hose	25413-5H002	PIECE	1		
3	water hose	25413-5H402	PIECE	1		
4	STARTER	36100-41100	PIECE	1		
5	cylinder liner	21131-45900	SET	1		
6	piston	23411-45200	SET	1		
7	ring piston	23040-41220	SET	1		
8	crankshaft metal	21020-45020	SET	1		
9	metal	23060-45500	SET	1		

10	thrust crankshaft	21215-45020	SET	1		
11	connecting rod asm	23510-45902	PIECE	4		
12	oil pump	26100-45010	PIECE	1		
13	water pump	25100-45010	PIECE	1		
14	nozle	33810-45200	PIECE	4		
15	oil filter	26311-45010	PIECE	1		
16	full filter diesel	31945-41002	PIECE	1		
17	air filter	28130-5H002	PIECE	1		
18	full assy	31940-41003	PIECE	1		
19	Car tires	750-16	PIECE	6		
20	Car battery	70A	PIECE	2		
21	gaskit eng-ket	20910-41E00	SET	1		
22	generator assy	37300-45000	PIECE	1		
23	carrier assy-differential	QD530-00T01431	PIECE	1		
24	spring assy-frt-lh	54100-5K001	PIECE	2		
25	wheel assy	52910-58200	PIECE	6		
26	link assy-drag	56810-5H501	PIECE	1		
Total Amount						

	TRUCKS IN ADEN	VIN	Serial Truck NO:	USD		
	HYUNDAI DumpTruck 15 Tone	KMCDB18CP8C022950	10750			
NO	DESCRIPTION	PART NO	UNIT	QTY	Unit Price	Total Price
1	radiator	25300-7D050	PIECE	1		
2	full filter diesel	31945-72001	PIECE	1		
3	oil pump	26301-83001	PIECE	1		
4	air filter	28130-69014	PIECE	1		

5	cylinder liner	21131-83012	SET	1		
6	piston	23411-83813	SET	1		
7	ring piston	23040-83030	SET	1		
8	bearing set crank shaft std	21020-83020	SET	1		
9	metal	23060-83400	SET	1		
10	thrust crankshaft	21215-85000	SET	1		
11	gasket ket-engine	20910-83A00	SET	1		
12	water pump	25100-83012	SET	1		
13	Car tires	1200-20	PIECE	6		
14	Car battery	100A	PIECE	2		
15	generator assy	37300-93501	PIECE	1		
16	shoe linig asm brake -ftr	58240-7c001	PIECE	4		
17	shoe linig asm brake	58340-7d942	PIECE	4		
18	rod assy-connecting weight mark	23510-83946	PIECE	2		
19	hose-radiator	25412-7b500	PIECE	1		
20	hose-radiator inlet	25411-75700	PIECE	1		
21	gear assy-power steering	57600-7d000	PIECE	1		
Total Amount						

Annex2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION³***(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁴)***

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **RFQ-YEM-82-2020 Supply and Spare parts for Trucks**.

Mukalla**TABLE 1 : Offer to Supply workshop items Compliant with Technical Specifications and Requirements**

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
1	<u>Spare parts -trucks</u>	Annex 1			
2					
3					
	<u>TOTAL</u>				
	Total Prices of Goods⁵				
	Add : Cost of Transportation				
	Total Final and All-Inclusive Price Quotation				

³ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁴ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

⁵ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

TABLE 1 : Offer for Spare parts Trucks to Mukalla Wash projects 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	4 weeks		
Estimated weight/volume/dimension of the Consignment:			
Country/ies Of Origin ⁶ :			
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance	N/A		
b) Year warranty			
c) Service Unit to be Provided when the Purchased Unit is Under Repair			
d) Brand new replacement if Purchased Unit is beyond repair			
e) Others			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

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

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

[Designation]

[Date]

⁶ 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.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁷

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁸)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **RFQ-YEM-82-2020 Supply and Spare parts for Trucks**.

Aden

TABLE 2 : Offer to Supply workshop items Compliant with Technical Specifications and Requirements

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
1	<u>Spare parts - trucks</u>	Annex 1			
2					
3					
	<u>TOTAL</u>				
	Total Prices of Goods⁹				
	Add : Cost of Transportation Aden				
	Total Final and All-Inclusive Price Quotation				

⁷ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁸ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

⁹ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

TABLE 2 : Offer for Spare parts Trucks to Aden Wash projects 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	4 weeks		
Estimated weight/volume/dimension of the Consignment:			
Country/ies Of Origin ¹⁰ :			
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance	N/A		
b) Year warranty			
c) Service Unit to be Provided when the Purchased Unit is Under Repair			
d) Brand new replacement if Purchased Unit is beyond repair			
e) Others			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

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

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

[Designation]

[Date]

¹⁰ *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.*

Annex 3**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.