SECTION 4: Criteria for award and checklist of documents required

Following documents should be attached to the filled-in sections #4-8

Please ensure that all documents necessary to enable objective evaluation are attached to your response to this ITB:

| **Award Criteria**  | **Corresponding document** | **Yes** | **No** | **Reference** |
| --- | --- | --- | --- | --- |
| **Compliance of Bidder with Qualifications Requirements** |
| Minimum 3 years of experience in similar nature and minimum 2 similar contracts in terms of products fulfilled over the past 3 years | 1. Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation |   |   |   |
| 2. Statement of Satisfactory Performance (Reference letters) from the Top 3 Clients in terms of Contract Value the past 3 years. Please provide reference letters to prove experience in similar nature of contracts |   |   |   |
| Minimum annual turnover over the past 3 years shall equal to no less than 150% of the total amount to be contracted | 3. Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor’s Report for the past 2 years |   |   |   |
| **Compliance of product/quoted with product standards and requirements** **(please complete checklist for each product quoted)** |
| The product(s) will be procured on the following options (please refer for details to Section 3, para #2 Product Standards):**OPTION 1 [A+E]:**A) Approved/registered by a Stringent National Medicines Regulatory Authority (SRA) as defined by WHO ANDE) The product is being manufactured at sites with valid WHO Public Inspection Report (WHOPIR) or GMP Certificate issued by PIC/S authorities **OPTION 2 [B+E]:**B) Registered in Moldova and at least one successfully completed supply of this product in the similar volume in/to Moldova within the past two years (since February 2015)ANDE) The product is being manufactured at sites with valid WHO Public Inspection Report (WHOPIR) or GMP Certificate B.1) A copy of valid Registration Certificate issued by the Ministry of Health of Moldova issued by PIC/S authorities**OPTION 3 [C+E]:**C) Prequalified by World Health OrganizationANDE) The product is being manufactured at sites with valid WHO Public Inspection Report (WHOPIR) or GMP Certificate issued by PIC/S authorities**OPTION 4 [D+E]:**D) Recommended by the WHO Expert Review Panel for the Global Fund (also known as Global Fund ERP)ANDE) The product is being manufactured at sites with valid WHO Public Inspection Report (WHOPIR) or GMP Certificate issued by PIC/S authorities | [[1]](#footnote-1)A) A copy of valid Registration/Approval of Stringent National Medicines Regulatory Authority (SRA) as defined by WHO |   |   |   |
| B.1) A copy of valid Registration Certificate issued by the Ministry of Health of Moldova |   |   |   |
| B.2) List of previous contracts for similar supply for the last 3 years. At least one contract and/or confirmation from the recipient for the supply of quoted medicine in the similar volume to/in Moldova within the past two years (under “recipient” is meant health institution), in case medicine does not have approval/registration of Stringent National Medicines Regulatory Authority (SRA) (see Section 3, para #2 Product Standards Requirements for details) |  |  |  |
| C) WHO pre-qualification evidence |  |  |  |
| D) Approval of the WHO Expert Review Panel for the Global Fund (also known as Global Fund ERP) |  |  |  |
| E) A copy of valid WHO Public Inspection Report (WHOPIR) or GMP Certificate issued by PIC/S authorities for the manufacturing site(s) of the proposed product(s)Please provide information manufacturing site, including concrete manufacturing unit/block in the Form 7 Technical Bid Form. |  |  |  |
| Compliance with shelf life, packing and labelling requirements (please refer for details to Section 3 of ITB).Products must have a minimum of 80% of the total product shelf life or should have 15 months’ shelf life remaining at the time of delivery and must bear the dates of manufacture and expiry. | Please provide Information on shelf life in the Form 7 Technical Bid Form |   |   |   |
| Acceptability of the Transportation/Delivery Schedule (please refer for details to Section 3 of ITB) | Please provide Information on delivery schedule in the Form 7 Technical Bid Form |   |   |   |

|  |  |  |  |
| --- | --- | --- | --- |
| **List of other documents required for evaluation of Offeror** | **Yes** | **No** | **Reference** |
| Company profile (maximum 5 pages) or link to company’s web-site |   |   |   |
| Valid Certificate of Authorization to act on behalf of the Manufacturer in case the Offeror is not a Manufacturer.  |   |   |   |
| All information regarding any past and current litigation during the last five (5) years, in which the Offeror is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. |   |   |   |
| Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Offeror, if any |   |   |   |
| Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Offeror’s practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures, if any available |   |   |   |

|  |  |  |  |
| --- | --- | --- | --- |
| **List of other documents required for evaluation of product quoted (please complete checklist for each product quoted)** | **Yes** | **No** | **Reference** |
| Instruction for the medical use in accordance with the legislation of Moldova. In case quoted medicines are not registered, instructions for the use in the original language shall be provided (which is compliant with one accompanied to SRA approval/registration) and English or Russian language. |   |   |   |
| A copy of the Certificate of Pharmaceutical Product (COPP) from the national regulatory body in the country of manufacture for each product shall be provided. If available WHO type COPPs for products being imported into the countries within WHO certification Scheme are requested to be provided. |   |   |   |
| Patent Registration Certificate/s, if applicable or relevant license/s, if available |   |   |   |

Section 5: Bid Submission Form[[2]](#footnote-2)

*(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)*

[*insert: Location*]

[*insert: Date*]

To: [*insert: Name and Address of UNDP focal point*]

Dear Sir/Madam:

 We, the undersigned, hereby offer to supply the goods and related services required for [*insert: title of goods and services required as per ITB*] in accordance with your Invitation to Bid dated [*insert Bid date*]. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

1. All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
2. We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
3. We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
4. We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP’s Standard Contract for this ITB.

We agree to abide by this Bid for ***120 days***.

 We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

 We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Contact Details: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Please mark this letter with your corporate seal, if available]*

Section 6: Documents Establishing the Eligibility and Qualifications of the Bidder

Bidder Information Form[[3]](#footnote-3)

Date: [*insert date (as day, month and year) of Bid Submission*]

ITB No.: [*insert number of bidding process*]

Page \_\_\_\_\_\_ of \_\_\_\_\_\_ pages

|  |
| --- |
| 1. Bidder’s Legal Name: [*insert Bidder’s legal name*]  |
| 2. In case of Joint Venture (JV), legal name of each party: [*insert legal name of each party in JV*] |
| 3. Actual or intended Country/ies of Registration/Operation: [*insert actual or intended Country of Registration*] |
| 4. Year of Registration in its Location: [*insert Bidder’s year of registration*] |
| 5. Countries of Operation | 6. No. of staff in each Country | 7. Years of Operation in each Country |
| 8. Legal Address/es in Country/ies of Registration/Operation: [*insert Bidder’s legal address in country of registration*] |
| 9. Value and Description of Top three (3) Biggest Contract for the past five (5) years |
| 10. Latest Credit Rating (Score and Source, if any) |
| 11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. |
| 12. Bidder’s Authorized Representative Information Name: [*insert Authorized Representative’s name*]  Address: [*insert Authorized Representative’s address*] Telephone/Fax numbers: [*insert Authorized Representative’s telephone/fax numbers*] Email Address: [*insert Authorized Representative’s email address*] |
| 13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? [ ]  YES or [ ]  NO |
| 14. Attached are copies of original documents of:[ ]  All eligibility document requirements listed in the Data Sheet[ ]  If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered[ ]  If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law. |

Joint Venture Partner Information Form (if Registered)[[4]](#footnote-4)

Date: [*insert date (as day, month and year) of Bid Submission*]

ITB No.: [*insert number of bidding process*]

Page \_\_\_\_\_\_ of \_\_\_\_\_\_ pages

|  |
| --- |
| 1. Bidder’s Legal Name: [*insert Bidder’s legal name*] |
| 2. JV’s Party legal name: [*insert JV’s Party legal name*] |
| 3. JV’s Party Country of Registration: [*insert JV’s Party country of registration*] |
| 4. Year of Registration: [*insert Party’s year of registration*] |
| 5. Countries of Operation | 6. No. of staff in each Country | 7. Years of Operation in each Country |
| 8. Legal Address/es in Country/ies of Registration/Operation: [*insert Party’s legal address in country of registration*] |
| 9. Value and Description of Top three (3) Biggest Contract for the past five (5) years |
| 10. Latest Credit Rating (if any) |
| 11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. |
| 13. JV’s Party Authorized Representative InformationName: [*insert name of JV’s Party authorized representative*]Address: [*insert address of JV’s Party authorized representative*]Telephone/Fax numbers: [*insert telephone/fax numbers of JV’s Party authorized representative*]Email Address: [*insert email address of JV’s Party authorized representative*] |
| 14. Attached are copies of original documents of:[*check the box(es) of the attached original documents*][ ]  All eligibility document requirements listed in the Data Sheet[ ]  Articles of Incorporation or Registration of firm named in 2.[ ]  In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law. |

Section 7: Technical Bid Form[[5]](#footnote-5)

|  |
| --- |
| ***INSERT TITLE OF THE ITB*** |

|  |  |
| --- | --- |
| **Name of Bidding Organization / Firm:** |  |
| **Country of Registration:**  |  |
| **Name of Contact Person for this Bid:** |  |
| **Address:** |  |
| **Phone / Fax:** |  |
| **Email:** |  |

|  |
| --- |
| **SECTION 1: EXPERTISE OF FIRM/ ORGANISATION** |
| *This section should fully explain the Bidder’s resources in terms of personnel and facilities necessary for the performance of this requirement.* 1.1 Brief Description of Bidder as an Entity: Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of goods and/or performance of related services, indicating the status/result of such litigation/arbitration.1.2. Financial Capacity:Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.1.3. Track Record and Experiences: Provide the following information regarding corporate experience within at least the last five (5) years which are related or relevant to those required for this Contract.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Name of project** | **Client** | **Contract Value** | **Period of activity** | **Types of activities undertaken** | **Status or Date Completed** | **References Contact Details (Name, Phone, Email)** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

 |

|  |
| --- |
| **SECTION 2 - SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS, AND RELATED SERVICES** |
| *This section should demonstrate the Bidder’s responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the specifications.*2.1. Scope of Supply: Please provide a detailed description of the goods to be supplied, indicating clearly how they comply with the technical specifications required by the ITB (see below table); describe how the organisation/firm will supply the goods and any related services, keeping in mind the appropriateness to local conditions and project environment.2.1.1 Please describe the Freight Forwarder details and Arrangements. Ability to provide/coordinate necessary shipping services, including air, sea and cold chain delivery (if required)2.1.2 Please provide the detailed Implementation Schedule. **Delivery lead time is a factor of a crucial importance in this project. Please make all possible efforts to propose supply of all requested quantities within shortest timeframe possible. In case partial delivery is proposed, please provide suggested time schedule.**  **50% urgent – maximum within 4 weeks after signing the contract, 50% of products - by July 1, 2017.***A supporting document with full details may be annexed to this section.*2.2. Technical Quality Assurance Mechanisms: The bid shall also include details of the Bidder’s internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export licenses and other documents attesting to the superiority of the quality of the goods and technologies to be supplied. 2.3 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of “conflict” under Section 4 of this document, if any.2.4 Other: Any other comments or information regarding the bid and its implementation.  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Lot/****Item** | **INN** | **Pharmaceutical Presentation** | **Strength** | **Quantity** | **Product Trade Name** | **Manufacturer name and country of origin** | **Manufacturing site (address, block, unit)** | **Number of units per primary pack** | **Number of primary packs per secondary pack** | **SRA/ WHO PQR/ GF ERP/ WHOPIR Approval (please indicate issuing authority)** | **Registration in Moldova (please indicate registration reference, if any)** | **Registration in Moldova (please indicate registration validity, if any)** | **GMP Certificate (please indicate issuing authority)** | **SRA/ WHO PQR/ GF ERP/ WHOPIR GMP Certificate (please indicate** **certificate validity)** | **Total shelf life (please indicate total shelf life in number of months)** | **Remaining shelf life (please indicate product’s expiration date)** | **Please indicate product’s lead time (production time)** | **Expected delivery date/s** |
| 1 | Biphasic insulin aspart | solution for injection in a pre-filled pen | 100 UI/ml 3 ml | 1800 |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| 2 | Desmopressin  | solution for injection in a pre-filled pen | 10 mcg/doza 5 ml (50 doze) 246 | 6530 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 | Insulin aspart | solution for injection in a pre-filled pen | 100 UI/ml 3 ml  | 19400 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 4 | Insulin detemir | solution for injection in a pre-filled pen | 100UI/ml | 10970 |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| 5 | Insulin glargine | solution for injection in a pre-filled pen | 100UI/ml 3 ml  | 25200 |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| 6 | Insulin glulisine | solution for injection in a pre-filled pen | 100 UI/ml3 ml  | 10900 |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| 7 | Insulin lispro | solution for injection in a pre-filled pen | 100 UI/ml 3 ml  | 3000 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **SECTION 3: PERSONNEL**3.1 Management Structure: Describe the overall management approach toward planning and implementing the contract. Include an organization chart for the management of the contract, if awarded.3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each personnel involved in the implementation of the contract. Where the expertise of the personnel is critical to the success of the contract, UNDP will not allow substitution of personnel whose qualifications had been reviewed and accepted during the bid evaluation. (If substitution of such a personnel is unavoidable, substitution or replacement will be subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution).3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in area of expertise relevant to the Contract. Please use the format below:

|  |  |
| --- | --- |
| **Name:** |  |
| **Role in Contract Implementation:** |  |
| **Nationality:**  |  |
| **Contact information:** |  |
| **Countries of Relevant Work Experience:** |  |
| **Language Skills:**  |  |
| **Education and other Qualifications:** |  |
| **Summary of Experience:** *Highlight experience in the region and on similar projects.*  |
| Relevant Experience (From most recent): |
| **Period: From – To** | **Name of activity/ Project/ funding organisation, if applicable:** | **Job Title and Activities undertaken/Description of actual role performed:**  |
| *e.g. June 2010-January 2011* |  |  |
| *Etc.* |  |  |
| *Etc.*  |  |  |
| **References (minimum of 3):** | *Name**Designation**Organization**Contact Information – Address; Phone; Email; etc.* |
| **Declaration:**I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of the Nominated Team Leader/Member Date Signed |
|  |

 |

Section 8: Price Schedule Form[[6]](#footnote-6)

The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders.

***Bidders’ financial proposal must be exclusive of VAT and other applicable indirect taxes. UNDP will provide relevant supporting documents for customs clearance.***

**Please refer to Annex 3 (excel sheet) with the Price Schedule Form.**

Section 9: FORM FOR BID SECURITY

*(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)*

To: UNDP

WHEREAS [*name and address of Contractor*] (hereinafter called “the Bidder”) has submitted a Bid to UNDP dated [*insert date*], to deliver goods and execute related services for [*indicate ITB title*] (hereinafter called “the Bid”):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Bidder:

1. Fails to sign the Contract after UNDP has awarded it;
2. Withdraws its Bid after the date of the opening of the Bid;
3. Fails to comply with UNDP’s variation of requirement, as per ITB Section F35; or
4. Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of [*amount of guarantee*] [*in words and numbers*], such sum being payable in the types and proportions of currencies in which the Price Bid is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days after the date of validity of the bids.

### SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date:

Name of Bank:

Address:

Section 10: FORM FOR PERFORMANCE SECURITY[[7]](#footnote-7)

*(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)*

To: UNDP

[*insert contact information as provided in Data Sheet*]

WHEREAS [*name and address of Contractor*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. [*insert contract no.*] dated [*insert date*], to deliver the goods and execute related services [*insert relevant text*] (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [*amount of guarantee*] [*in words and numbers*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

### SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date:

Name of Bank:

Address:

Section 11: Form for Advanced Payment Guarantee[[8]](#footnote-8)

*(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Bank’s Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name and Address of UNDP]*

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that *[name of Company]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the contract]* dated *[insert: date]* with you, for the provision of *[brief description of ITB requirements]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in words]* (*[amount in figures]*) is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in words]* (*[amount in figures]*)[[9]](#footnote-9) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the goods and related services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number \_\_\_\_\_\_\_\_\_\_\_ at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Contractor has made full repayment of the amount of the advance payment, or on the \_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 2\_\_\_, 20\_\_ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[signature(s)]*

*Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

Section 12: General Terms and Conditions for Goods

**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 DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

**5. EXPORT LICENCES**

 Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export licenses 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**

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.

 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 licenses, 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**

* + 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.
	+ 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.

* **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.

1. [↑](#footnote-ref-1)
2. *No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.* [↑](#footnote-ref-2)
3. *The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.* [↑](#footnote-ref-3)
4. *The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.* [↑](#footnote-ref-4)
5. *Technical Bids not submitted in this format may be rejected.*  [↑](#footnote-ref-5)
6. *No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.* [↑](#footnote-ref-6)
7. *If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Bidder’s Bank will issue shall use the contents of this template* [↑](#footnote-ref-7)
8. *This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor’s Bank must issue the Guarantee using the contents of this template.* [↑](#footnote-ref-8)
9. T*he Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.* [↑](#footnote-ref-9)