


ANEXO 4B (Eng)

 UNITED NATIONS DEVELOPMENT PROGRAMME Buenos Aires, Argentina			IMPORTANT: ALL CORRESPONDENCE, INVOICES, EACH CASE AND PARCEL MUST SHOW F.P.O NUMBER		
Purchase Order N° /					
ISSUING OFFICE: UNITED NATIONS DEVELOPMENT PROGRAMME ESMERALDA 130, PISOS 12 Y 13 (1035) BUENOS AIRES ARGENTINA ATTENTION: ANA EDMUNDS TEL: 5411-4320-8743 FAX: 5411-4320-8746 E-MAIL: ana.edmunds@undp.org			DELIVER TO: ISSUING OFFICE (FOR PROJECT ARG/----/----)		
VENDOR'S NAME AND ADDRESS:			SPECIAL SHIPPING INSTRUCTIONS: PLEASE ADVANCE BY FAX OR E-MAIL COPY OF SHIPPING DOCUMENTS AND INVOICE		
TERMS OF PAYMENT: SEE GENERAL CONDITIONS (ON REVERSE)			DELIVERY DATE:		
ITEM	DESCRIPTION OF GOODS AND/OR SERVICES	UNIT	QUANTITY	CURRENCY: USD	
				UNIT PRICE	TOTAL
001	Description of goods, warranty and referente to suppliers quotation (Number and date)	EACH	1.00	9,999.00	9,999.00
	AGREGAR RENGLONES SI CORRESPONDE				
SHIPPING MARKS:		ESTIMATED AIRFREIGHT			99.00
		ESTIMATED INSURANCE			90.00
		CIF / LOCAL			9,999.00
		TAXES			0.00
		OTHERS			0.00
		TOTAL ():			10.188.00

IMPORTANT NOTICE TO THE VENDOR: 1. This Field Purchase Order is subject to the General Conditions on reverse. 2. UNDP is exempt from all import/export restrictions, payment of taxes, duties and inspection certificate. 3. The attached Confirmation Copy must be countersigned and returned forthwith to the issuing Office. The information required in blank spaces must be completed. 4. Vendor must arrange and prepay freight to port of entry and all-risk insurance, including War and SCRR, warehouse to warehouse. Insured value: Cost of Goods+freight+ 10%	
UNDP AUTHORIZING OFFICER:: _____ Date: _____	Line: _____
THE ABOVE PURCHASE ORDER IS ACCEPTED HEREWITH	
I hereby certify that the goods supplied under the Purchase Order come from/have been manufactured or assembled in: _____	
(Vendor's Stamp and Signature)	Date: _____

UNDP GENERAL CONDITIONS FOR PURCHASE ORDERS

- A. 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.
- B. CONFIRMATION COPY/COUNTRY OF ORIGIN:** The Vendor must indicate the country of origin or manufacture/assembly of the goods which he will be supplying under the contract. Upon dispatch of the goods, documents must be sent directly to UNDP. The freight must be prepaid by the Vendor and shown separately on the invoice. Supporting documents, e.g. original invoice covering freight, charges, freighted shipping documents, etc. must be supplied with the invoice. All risk insurance, including war and SRCC, from warehouse to warehouse must be secured and prepaid by Vendor and its cost shown separately on the invoice. The insurance must cover the ex-factory value of the goods + freight + 10 percent.
- B. 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.
- C. TAX EXEMPTION:**
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.
 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.
- D. RISK OF LOSS:** Risk of loss, damage to or destruction of the goods shall be governed in accordance with DDU INCOTERM 1990, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.
- E. EXPORT LICENCES:** Notwithstanding any INCOTERM 1990 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.
- F. 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.
- G. 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.
- H. 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.
- I. 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:
- A. 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.
 - B. Refuse to accept delivery of all or part of the goods.
 - C. Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.
- J. 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.
- K. ASSIGNMENT AND INSOLVENCY:**
1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
 2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. SETTLEMENT OF DISPUTES**
- Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, 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.
- Arbitration: Unless, any dispute, controversy or claim between the Parties arising out of this Purchase Order or the breach, termination or invalidity thereof, unless 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, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Purchase Order, the arbitral tribunal shall have no authority to award interest. 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.
- Q. PRIVILEGES AND IMMUNITIES:** Nothing in or related to these General 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.