

## REQUEST FOR QUOTATION (RFQ) (Goods)

	DATE: February 9, 2017	
NAME & ADDRESS OF FIRM	REFERENCE: UNDP Project Better	
	coordination of protection of the land	
	border between Georgia and Azerbaijan	
	Project # 00091186	

Dear Sir / Madam:

We kindly request you to submit your quotation for Climbing Wall for the Academy of MIA of Georgia, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Signed and stamped quotations in sealed envelopes may be submitted on or before COB 24 February, 2017 (18:00), and via courier mail to the address below:

## United Nations Development Program UN House, 9 Eristavi Street, Tbilisi 0179, Georgia UNDP Project Better coordination of protection of the land border between Georgia and Azerbaijan

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

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

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	⊠DAP
Customs clearance, if needed, shall be done by:	⊠UNDP

Exact Address/es of Delivery Location/s (identify all, if multiple)	4 Gmiri kursantebi st. Georgia, Tbilisi 0178 Academy of MIA of Georgia
UNDP Preferred Freight Forwarder, if any	n/a
Distribution of shipping documents (if using freight forwarder)	n/a
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	☑ up to 90 days from the issuance of the Purchase Order (PO)
Delivery Schedule	n/a
Packing Requirements	n/a
Mode of Transport	n/a
Preferred Currency of Quotation	⊠United States Dollars
	For Bids submitted in currencies other than UNDP preferred currency, convertion will be made based on UN Official Rate of Exchange at the date of Bid Opening.
Value Added Tax on Price Quotation	☑ Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	⊠Warranty (Please refer Annex 1 technical specification for further details) for minimum period of 3 years ⊠Technical Support - on site support when required
Deadline for the Submission of Quotation	COB, Friday, February 24, 2017 and 18:00 GMT +4
All documentations, including catalogs, instructions and operating manuals, shall be in this language	⊠ English
Documents to be submitted	☑ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;
	NOTE: Please indicate detailed technical specifications of the items provided in table 1 of Annex 2.
	Certificates for items as per technical specifications provided in Annex 1.
	☑ Data sheet for each item, data sheet shall include detailed technical specifications as well as information about certification and warranty.

	☑ Latest Business Registration Certificate.
Period of Validity of Quotes	⊠ 90 days
starting the Submission Date	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.
Partial Quotes	⊠ Not permitted
Payment Terms	⊠ 100% upon complete delivery of goods
	For local companies payment will be made in GEL according to the UN Official Rate of Exchange at the date of payment.
Liquidated Damages	Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.3 % Max. no. of days of delay : 30 days Next course of action : termination of contract
Evaluation Criteria	<ul> <li>Technical responsiveness/Full compliance to requirements and lowest price</li> <li>Full acceptance of the PO/Contract General Terms and Conditions</li> <li>Comprehensiveness of after-sales services requirements, delivery term and warranty conditions.</li> </ul>
UNDP will award to:	☑ One and only one supplier
Type of Contract to be Signed	⊠ Purchase Order
Special conditions of Contract	☑ Cancellation of PO/Contract if the delivery/completion is delayed by 30 days
Conditions for Release of Payment	<ul> <li>Written Acceptance of Goods based on full compliance with RFQ requirements</li> <li>Complete Installation</li> </ul>
Annexes to this RFQ	<ul> <li>Specifications of the Goods Required (Annex 1)</li> <li>Form for Submission of Quotation (Annex 2)</li> <li>General Terms and Conditions / Special Conditions (Annex 3).</li> </ul>
	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	Grigol Pantsulaia
(Written inquiries only)	Grigol.pantsulaia@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.

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

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

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

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

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

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

http://www.undp.org/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 : <u>http://www.un.org/depts/ptd/pdf/conduct\_english.pdf</u>

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Grigol Pantsulaia Project Manager a.i. February 9, 2017

# **Technical Specifications**

#	Item name and description	Means of Measurement	Quantity
1	<ul> <li>Harness <ul> <li>Description:</li> <li>Durable construction for summer and winter activities, waistbelt equipped with two DoubleBack buckles which easily adjust and center the harness, keeping the equipment loops in optimal position, adjustable leg loops allow the harness to be donned while wearing mountaineering or ski boots, or to easily adjust the size for different clothing.</li> <li>Design allows the weight to be distributed between the waistbelt and the leg loops, ventilated waistbelt, and pressure points lined with soft mesh</li> <li>Facilitates carrying equipment, two rigid equipment loops in front and two flexible ones in back for carrying all necessary equipment without interfering with a backpack</li> <li>Specifications:</li> <li>Material(s): high-strength polyester webbing, perforated closed cell foam, polyester fabric</li> <li>Certification(s): CE EN 12277 type C, UIAA 105, Guarantee 3 years.</li> </ul> </li> </ul>	pieces	20
2	Adjustable chest harness for seat harnessDescription:Two DoubleBack adjustment buckles, rear cross-over allowswebbing straps to be correctly positioned, adaptable height tie-in point: reversible design allows buckles to be positioned on theshoulders or under the armsSpecifications:Material(s): high-strength polyester webbingCertification(s): CE, EN 12277 type D, UIAA 10,Weight 280 g,Guarantee 3 years.	pieces	20

3	<ul> <li>Full body adjustable harness for children less than 40 kg</li> <li>Description:</li> <li>For children from 5 to 10 years old weighing under 40 kg</li> <li>Fully adjustable shoulder straps and leg loops for precise fit</li> <li>Bicolor webbing (black inside, colored outside) facilitates</li> <li>donning</li> <li>Four DoubleBack adjustment buckles.</li> <li>Specifications:</li> <li>Material(s): high-strength nylon and polyester webbing</li> <li>Certification(s): CE, EN 12 277 type B, UIAA 105 Description</li> <li>Specifications: Weight 390 g, Leg loop max. 51 cm, Torso length</li> <li>35-60 cm,</li> <li>Guarantee 3 years.</li> </ul>	pieces	5
4	<ul> <li>Lightweight seat harness for rescue         Description         Waistbelt and leg loops lined with breathable perforated foam         for maximum comfort, a ventral attachment point that             distributes the load between the waistbelt and the leg loops             during suspended work, two textile side attachment points (for             occasional use) distribute the load evenly around the waistbelt             for comfortable surface-supported work, textile rear attachment             point on the waistbelt for connecting a restraint lanyard, rear             attachment buckle for attaching chest harnesses, waistbelt and             leg loops equipped with two self-locking DoubleBack buckles for             quick and easy adjustment.         </li> <li>Four equipment loops: two large rigid ones in front for easy         access to gear and two small flexible ones in back that will not         interfere with wearing a backpack, two slots for tool holder.      </li> <li>Specifications:         Material(s): nylon, polyester, aluminum, steel          Certification(s): CE EN 358, CE EN 813, EAC,      </li> </ul>	pieces	6

5	Chest harness for seat harness Description	pieces	6
	Transforms the AVAO SIT, FALCON, FALCON MOUNTAIN and SEQUOIA SRT seat harnesses into fall arrest harnesses Joins at the rear buckle and connects to the ventral attachment point Foam shoulder straps are widely spaced to reduce neck chafing. When the waistbelt is loaded, they help distribute the load over the shoulders Shoulder straps equipped with self-locking DoubleBack buckles for quick and easy adjustment Sternal attachment point for connecting a fall arrest system Specifications Sternal attachment point: yes Certification(s): CE EN 361, EAC Material(s): nylon, polyester, aluminum, steel. Weight 660 g, Guarantee 3 years.		
6	Multi-purpose helmet Description: lightweight, durable shell of injected ABS, expanded polystyrene foam liner, helmet suitable for climbing, mountaineering, caving, via ferrata, canyoning Sliding shutters to adjust ventilation, absorbent comfort foam, adjustment buckles are placed to the sides, away from the chin. Quick and easy headband adjustment, even while the helmet is being worn, headband height adjustment, chinstrap can be positioned forward or back. Headlamp can be attached using the four integrated clips, compatible with the eye shield. Specifications: Material(s): ABS shell and expanded polystyrene liner Certification(s): CE EN 12492, UIAA Weight 300-330 g, Size 1and 2, Head circumference 48-56 cm 53-61 cm, Guarantee 3 years.	pieces	20

7	Children's climbing and cycling helmet Description: Multi-usage, multi-standard helmet, climbing (CE EN 12492, UIAA), European cycling (CE EN 1078), United States cycling (CPSC safety standard cycling helmets for children 5 and older). Specifically sized for children between the ages of 3 and 8 (48-54 cm headband), injection molded ABS shell is both lightweight and durable, expanded polystyrene liner absorbs impacts, sheet of retro-reflective stickers allows the helmet to be personalized, while enhancing visibility. Side openings for ventilation, adjustable chinstrap, nape height and headband for a comfortable fit, narrow polyester webbing straps offer improved comfort, headlamp can be attached using the four optimally placed clips, foam is removable and washable Specifications: Material(s): ABS shell and expanded polystyrene liner Certification(s): CE EN 12492, UIAA, CE EN 1078, CPSC safety standard one size Weight 310 g, Guarantee 3 years.	pieces	5
8	Single dinamic rope Technical data: sheath slippage (%) 0, CE 1019 yes, rope diameter (mm) 10.5, number of UIAA falls min 9, number of UIAA falls max 10, max. impact force (kN) 7.9, static elongation (%) 6, dynamic elongation (%) 34, knotability 0.8, EN 892, weight (g/m) 69, Certification:CE, EN, UIAA.	metres	240
9	Static rope Technical data: number of falls (min.) 20, elongation (50-150 kg) (%) 3.3, used material PA, CE 1019 yes, rope diameter (mm) 11, shrinkage (%) 1.9, min. tenacity with knots (kN) 20, rope type A, EN 1891, weight (g/m) 80, tenacity (kN) 33, relative mass, of sheat (%) 40, sheat slippage (mm) 5. Certification: CE, EN.	metres	300
10	Accessory cords Technical data: CE 1019,, diameter (mm) 7, min. strength (daN) 1300, weight 34 (g/m) , Certification: EN 564, UIAA.	metres	150

11	Accessory cords Technical data: CE 1019 yes, diameter (mm) 8,min. strength 1640 (daN) , weight 39.8 (g/m) , Certification EN 564, UIAA.	metres	200
12	Articulated rope protector with rollers Description: To guide a moving rope and protect it from abrasion, vertical and horizontal rollers guide the moving rope with a minimum of rubbing, each module can be positioned independently to adapt to the terrain, modules are connected with quick links, the number of modules can be varied according to the terrain. Product kit: 4 modules + 6 quick links + carry bag Specifications: Weight: 1330 g, Guarantee 3 years.	pack	1
13	Rope flexible protection Description: To help protect a fixed rope from abrasion, rugged, lightweight sheath (without PVC), velcro closure and clip for easy and quick installation Specifications: Weight: 95 g, guarantee 3 years.	pieces	4
14	Durable medium-capacity bagDescription:Padded shoulder straps for comfort, upper flap with insideidentification card pocket, coated fabric (PVC free) with weldedconstruction for greater strength, cordlock closure easy tomanipulate, designed for difficult environments, side and tophandles for carrying by hand, upper loop for hauling, inside loopfor suspending pack in open positionSpecifications:Weight: 850 g. Volume: 30 liters, Height: 65 cm, Material(s):TPU, polyester, Color(s): yellow/black, Guarantee 3 years.	pieces	4

15	Compact emergency ascender Description: Chrome-plated steel cam with angled teeth and self-cleaning slot securely grips the rope, even in muddy or icy conditions, can be used as a progress capture device in a hauling system, small hole at top of the allows a keeper cord to be attached Specifications: Material(s): chrome-plated steel, weight: 39 g, rope compatibility 8 to 11 mm rope with a locking carabiner having a 10 to 12 mm round or oval cross section. Certification(s): CE EN 567, UIAA, Guarantee 3 years.	pieces	2
16	Self-braking descender for rescue Description: anti-panic function Specifications: Min. rope diameter: 11,5 mm Max. rope diameter: 13 mm Weight: 530 g Certification(s): EN 341 classe A, CE EN 12841 type C, ANSI Z359.4, NFPA 1983 General Use, EAC	pieces	1
17	Descender with a hendler Description: Allows to control descent. Combined with the strong braking action of the cam. Used for lowering a partner or rappelling. Specifications: Weight: 170 g Rope compatibility: single ropes between 8.9 and 11 mm in diameter Material(s): aluminum side plates, stainless steel cam and friction plate, reinforced nylon handle, Certification(s): CE EN 15151, UIAA. Guarantee 3 years.	pieces	4

18	Quickdraw for crag climbing Description: large gate opening facilitates manipulations, H-shaped cross section offers an improved strength/weight ratio, wider contact surfaces for better rope glide and reduced wear on the carabiner, nose and Keylock system helps avoid the carabiner snagging during maneuvers, straight gate (upper part of the draw): facilitates clipping and unclipping, bent gate (lower part of the draw): facilitates clipping the rope, durable construction, lower end equipped with STRING to hold the carabiner in position and protect the webbing from wear. Specifications: Lengths: 17 cm, Major axis strength: 23 kN, Minor axis strength: 8 kN, Open gate strength: 9 kN, Gate opening: 24 mm, Bent gate, carabiner opening: 27 mm, Capacity: 24 mm, Material(s): aluminum carabiner, polyester webbing, rubber STRING, Certification(s): CE EN 12275 type B, UIAA, CE EN 566.	pieces	30
19	Steel hanger for interior uses Description: Made of steel, for interior uses, hanger anti-rotation system: textured back keeps the hanger from turning when the anchor is being installed or when it is heavily laterally loaded during use, the wide, ergonomic connection hole facilitates carabiner clipping, the width of the hole allows installation of two carabiners at the same time, the thickness of the hanger and the rounded edges of the connection hole limit wear of carabiners Available for two bolt diameters (10 and 12 mm) Specifications: Material(s): steel Certification(s): EN 795 A1, EN 959, Weight 65 g, Diameter 10 mm, Guarantee 3 years.	pieces	50

20	Loss-resistant progress capture pulley Description: Allows a rope to be installed when the pulley is connected to the anchor, large diameter aluminum sheave mounted on sealed ball bearings for excellent efficiency, side plate locks when loaded and prevents opening of the pulley during use, lower connection point for creating different types of hauling systems, toothed cam with self-cleaning slot optimizes performance under any conditions: frozen or dirty ropes, may be used as simple pulley by locking the cam in the raised position. Specifications: Weight: 265 g, , material(s): aluminum, stainless steel, nylon, Min. rope diameter: 8 mm, Max. rope diameter: 13 mm, Sheave type: sealed ball bearings, Sheave diameter: 38 mm, Working load: 2 x 2,5 = 5 kN, Breaking strength: 2 x 11 = 22 kN, Working load as progress capture pulley: 2,5 kN, Breaking strength as progress capture pulley: 4 kN, Efficiency: 95 % , certification(s): CE EN 567, Guarantee 3 years.	pieces	2
21	<ul> <li>Ultra-light progress capture pulley</li> <li>Description:</li> <li>Ultra-light and ultra-compact progress capture pulley (volume and weight 50 % less than the MINI TRAXION), Sealed ball bearings provide excellent efficiency (91 %), Cam can be locked in open position so device can be used as a simple pulley. Works even on frozen or muddy ropes., For use on 8 - 11 mm diameter ropes</li> <li>Rope installation diagrams engraved inside pulley, Designed for crevasse rescue, hauling, self-rescue and as an emergency ascender.</li> <li>Specifications: Weight: 85 g, , Min. rope diameter: 8 mm, Max. rope diameter: 25 mm, Working load: 2 x 2.5 = 5 kN, Breaking strength: 2 x 7,5 = 15 kN, Working load as progress capture pulley: 2.5 kN, Breaking strength as progress, capture pulley: 4 kN, Efficiency: 91 %, Certification(s): CE EN 567, UIAA Guarantee 3 years.</li> </ul>	pieces	2
22	<ul> <li>SDS-bit hand drill (handler)</li> <li>Description:</li> <li>Can drill holes of varying depths and diameters for all types of anchors</li> <li>Bits install and remove easily, without the need for tools</li> <li>Specifications:</li> <li>Weight: 198 g, Guarantee 3 years</li> </ul>	pieces	2

23	<b>Drill for SDS-bit hand drill</b> Foret SDS drill, diametter 10 mm.	pieces	2
24	<ul> <li>Piton for flared, rounded-edge cracks in granite and hard rock</li> <li>Description:</li> <li>Holds by jamming: its composition and heat treatment make it resistant to deformation</li> <li>Specifications:</li> <li>Material(s): chromoly steel</li> <li>Type(s): P, S</li> <li>Certification(s): CE, Length 7 cm, Weight 95 g, Guarantee 3 years.</li> </ul>	pieces	1
25	<ul> <li>Piton for flared, rounded-edge cracks in granite and hard rock</li> <li>Description:</li> <li>Holds by jamming: its composition and heat treatment make it resistant to deformation</li> <li>Specifications:</li> <li>Material(s): chromoly steel</li> <li>Type(s): P, S</li> <li>Certification(s): CE, Length 11 cm, Weight 95 g, Guarantee 3 years.</li> </ul>	pieces	1
26	<ul> <li>Piton for thin, parallel-sided cracks in limestone or granite</li> <li>Description:</li> <li>Conforms to the shape of the crack (semi-hardened steel, not heat-treated).</li> <li>Specifications:</li> <li>Material(s): steel</li> <li>Type(s): P</li> <li>Certification(s): CE, Length 6 cm, Weight 90 g, Guarantee 3 years</li> </ul>	pieces	1
27	Piton for thin, parallel-sided cracks in limestone or granite Description: Conforms to the shape of the crack (semi-hardened steel, not heat-treated). Specifications: Material(s): steel Type(s): P Certification(s): CE, Length 8 cm, Weight 90 g, Guarantee 3 years	pieces	1

28	Piton for thin, parallel-sided cracks in limestone or granite Description: Conforms to the shape of the crack (semi-hardened steel, not heat-treated). Specifications: Material(s): steel Type(s): P Certification(s): CE, Length 10 cm, Weight 90 g, Guarantee 3 years	pieces	1
29	Piton for flared cracks in limestone or graniteDescription:Conforms to the shape of the crack (semi-hardened steel, notheat-treated).Specifications:Material(s): steelCertification(s): CE, UIAAType P, Length 5 cm, Weight 95 g, Guarantee 3 years.	pieces	1
30	Piton for flared cracks in limestone or granite Description: Conforms to the shape of the crack (semi-hardened steel, not heat-treated). Specifications: Material(s): steel Certification(s): CE, UIAA Type P, Length 7 cm, Weight 95 g, Guarantee 3 years.	pieces	1
31	Piton for flared cracks in limestone or granite Description: Conforms to the shape of the crack (semi-hardened steel, not heat-treated) Specifications: Material(s): steel Certification(s): CE, UIAA Type P, Length 9 cm, Weight 95 g, Guarantee 3 years.	pieces	1

32	<ul> <li>Piton for wide cracks in limestone or granite</li> <li>Description:</li> <li>Conforms to the shape of the crack (semi-hardened steel, not heat-treated).</li> <li>Specifications:</li> <li>Material(s): steel</li> <li>Certification(s): CE, UIAA</li> <li>Type P, Length 10 cm, Weight 125 g, Guarantee 3 years.</li> </ul>	pieces	1
33	<ul> <li>Piton for wide cracks in limestone or granite</li> <li>Description:</li> <li>Conforms to the shape of the crack (semi-hardened steel, not heat-treated).</li> <li>Specifications:</li> <li>Material(s): steel</li> <li>Certification(s): CE, UIAA</li> <li>Type P, Length 12 cm, Weight 125 g, Guarantee 3 years.</li> </ul>	pieces	1
34	Chromoly steel knifeblade piton Description: Piton for thin cracks in granite and hard rock Holds by jamming: its composition and heat treatment make it resistant to deformation, Piton for progression (body weight) only - it is not designed to hold a fall. Specifications: Material(s): chromoly steel Certification(s): CE, UIAA Weight: 48 g (8 cm length) Length 4 cm, Weight -g, Guarantee 3 years.	pieces	1

35	Chromoly steel knifeblade piton Description: Piton for thin cracks in granite and hard rock Holds by jamming: its composition and heat treatment make it resistant to deformation, Piton for progression (body weight) only - it is not designed to hold a fall. Specifications: Material(s): chromoly steel Certification(s): CE, UIAA Weight: 48 g (8 cm length) Length 6 cm, Weight -g, Guarantee 3 years.	pieces	1
36	Chromoly steel knifeblade piton Description: Piton for thin cracks in granite and hard rock Holds by jamming: its composition and heat treatment make it resistant to deformation, Piton for progression (body weight) only - it is not designed to hold a fall. Specifications: Material(s): chromoly steel Certification(s): CE, UIAA Weight: 48 g (8 cm length) Length 8 cm, Weight -g, Guarantee 3 years.	pieces	1
37	<ul> <li>Chromoly steel knifeblade piton <ul> <li>Description:</li> <li>Piton for thin cracks in granite and hard rock</li> <li>Holds by jamming: its composition and heat treatment make it resistant to deformation</li> <li>Piton for progression (body weight) only - it is not designed to hold a fall.</li> <li>Specifications:</li> <li>Material(s): chromoly steel</li> <li>Certification(s): CE, UIAA</li> <li>Weight: 48 g (8 cm length)</li> <li>Length 10 cm, Weight -g, Guarantee 3 years.</li> </ul></li></ul>	pieces	1

38	Granite Set Description: Perfect for crack climbing. Granite excels in high strength and low weight. Specifications: Size Set, 11 sizes Certification: EN 12270 WEIGHT 370 g	pack	1
39	Piton hammer Description: Rubber grip reduces vibrations, Hole in shaft for attaching a keeper cord, Hole in head for attaching a piton removal device, Curved head to facilitate piton removal. Specifications: Weight: 680 g Length: 33 cm Guarantee 3 years.	pieces	2
40	<ul> <li>Stainless steel anchor for typical exterior uses Description: Comprised of a COEUR STAINLESS hanger, nut and bolt  <ul> <li>316L stainless steel offers excellent resistance to corrosion in typical exterior environments , hanger anti-rotation system: textured back keeps the hanger from turning when the anchor is being installed or when it is heavily laterally loaded during use  The wide, ergonomic connection hole facilitates carabiner  clipping, the width of the hole allows installation of two  carabiners at the same time, Prevents wear of carabiners: the  thickness of the hanger and the rounded edges of the  connection hole limit wear of carabiners.  Specifications: Material(s): 316L stainless steel Certification(s): EN 795 A1, EN 959, Diameter 10 mm, Weight  110 g, Length 7 cm, Drilling depth 7 cm, Drilling diameter 10  mm, Resistance to cutting on concrete 50 MPa 25 kN, Guarantee  3 years.</li></ul></li></ul>	packs	30

41	Anchor Chain Description: Stainless steel chain complete with two opposing carabiners and two galvanized bolts hangers. Specifications: Strength 25 kN Fixing hole diameter 10 mm Material Stalinless steel (304) Certification: EN 959, EN 12275 WEIGHT 710 g	pieces	6
42	<ul> <li>Prusik pulley Description: Special side plates designed for use with a Prusik friction hitch in progress capture systems, Large diameter sheave mounted on sealed ball bearings for excellent efficiency, Accepts up to three carabiners to facilitate use. Specifications: Rope compatibility: 7 to 13 mm, Sheave diameter: 51 mm, Ball bearings: yes, Efficiency: 97 %, Maximum working load: 4 kN x 2  = 8 kN, Weight: 295 g, Certification(s): CE EN 12278, NFPA 1983 General Use, Guarantee 3 years.</li></ul>	pieces	3
43	Oval aluminum carabinerDescription:Versatile oval symmetrical shape for optimal positioning of devices (pulleys, rope clamps, mobile fall arresters), Keylock system helps prevent the carabiner snagging during maneuvers Red indicator provides a visual warning when the carabiner is unlocked.Specification: Material(s): aluminum Certification(s): CE EN 362, Weight 75g, Locking system TRIACT- LOCK, Major axis strength 24kN, Minor axis strength 8kN, Open gate strength 7kN, Gate opening 19mm, Guarantee 3 years.	pieces	20

44	Oval aluminum carabiner Description: Versatile oval symmetrical shape for optimal positioning of devices (pulleys, rope clamps, mobile fall arresters), Keylock system helps prevent the carabiner snagging during maneuvers Red indicator provides a visual warning when the carabiner is unlocked. Specification: Material(s): aluminum Certification(s): CE EN 362, Weight 75g, Locking system SCREW- LOCK, Major axis strength 24kN, Minor axis strength 10kN, Open gate strength 7kN, Gate opening 19mm, Guarantee 3 years.	pieces	20
45	Lightweight asymmetric carabiner Description: D shape is particularly suited for connection to equipment such as descenders or positioning lanyards, Aluminum carabiner whose light weight reduces the weight of equipment the worker at height needs to carry, May be used with a CAPTIV positioning bar to favor loading of the carabiner along the major axis, to limit the risk of it flipping and to keep it integrated with the device, fluid interior design limits the risk of having a catch point and facilitates rotation of the carabiner, Keylock system to avoid any involuntary snagging of the carabiner, ensures an improved strength-to-weight ratio, protects markings from abrasion. Specifications: Material(s): aluminum Certification(s): CE EN 362, EAC, NFPA 1983 Technical Use Weight 70g, Locking system SCREW-LOCK, Major axis strength 27kN, Minor axis strength 8kN, Open gate strength 8kN, Gate opening 24mm, Guarantee 3 years.	pieces	20

46	Lightweight asymmetric carabiner Description: D shape is particularly suited for connection to equipment such as descenders or positioning lanyards, Aluminum carabiner whose light weight reduces the weight of equipment the worker at height needs to carry, May be used with a CAPTIV positioning bar to favor loading of the carabiner along the major axis, to limit the risk of it flipping and to keep it integrated with the device, fluid interior design limits the risk of having a catch point and facilitates rotation of the carabiner, Keylock system to avoid any involuntary snagging of the carabiner, ensures an improved strength-to-weight ratio, protects markings from abrasion. Specifications: Material(s): aluminum Certification(s): CE EN 362, EAC, NFPA 1983 Technical Use Weight 75g, Locking system TRIACT-LOCK, Major axis strength 27kN, Minor axis strength 8kN, Open gate strength 8kN, Gate opening 24mm, Guarantee 3 years.	pieces	20
47	Lightweight asymmetric large-capacity carabiner Description: Pear shape offers a large capacity and wide opening: facilitates connection of multiple items, allows Munter hitch use for escape Aluminum carabiner whose light weight reduces the weight of equipment the worker at height needs to carry, fluid interior design limits the risk of having a catch point and facilitates rotation of the carabiner, Keylock system to avoid any involuntary snagging of the carabiner, ensures an improved strength-to-weight ratio, protects markings from abrasion. Specifications: Material(s): aluminum Certification(s): CE EN 362, EAC, NFPA 1983 Technical Use Weight 85g, Locking system SCREW-LOCK, Major axis strength 27kN, Minor axis strength 8kN, Open gate strength 8kN, Gate opening 28mm, Guarantee 3 years.	pieces	20

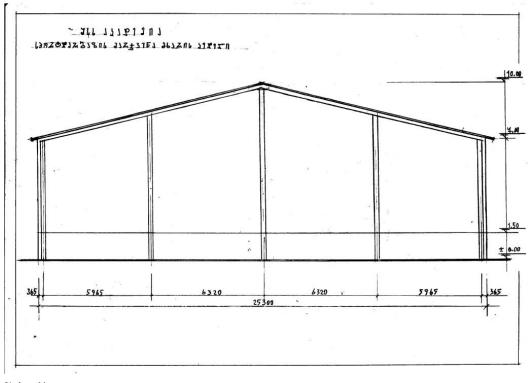
48	Lightweight asymmetric large-capacity carabiner Description: Pear shape offers a large capacity and wide opening: facilitates connection of multiple items, allows Munter hitch use for escape Aluminum carabiner whose light weight reduces the weight of equipment the worker at height needs to carry, fluid interior design limits the risk of having a catch point and facilitates rotation of the carabiner, Keylock system to avoid any involuntary snagging of the carabiner, ensures an improved strength-to-weight ratio, protects markings from abrasion. Specifications: Material(s): aluminum Certification(s): CE EN 362, EAC, NFPA 1983 Technical Use Weight 90g, Locking system TRIACT-LOCK, Major axis strength 27kN, Minor axis strength 8kN, Open gate strength 8kN, Gate opening 28mm, Guarantee 3 years.	pieces	20
49	Handled rope clamp for rope ascents Description: Ergonomic molded handle allows a comfortable yet powerful grip, wide opening allows the handle to be easily grasped, even with thick gloves, ergonomic upper part to maximize power when pulling with two hands, safety catch is totally integrated into the body of the rope clamp to help prevent snagging, toothed cam with self-cleaning slot optimizes performance under any conditions (frozen or dirty ropes), wide lower hole for easy attachment of the carabiners of the lanyard and footloops, upper hole for clipping a carabiner around the rope Specifications: Material(s): aluminum, stainless steel, plastic, rubber, nylon Weight: 165 g Rope compatibility: 8 to 13 mm, Certification(s): CE EN 567, CE EN 12841 type B, EAC, NFPA 1983 Technical Use, Version right- handed.	pieces	20

50	Handled rope clamp for rope ascents Description: Ergonomic molded handle allows a comfortable yet powerful grip, wide opening allows the handle to be easily grasped, even with thick gloves, ergonomic upper part to maximize power when pulling with two hands, safety catch is totally integrated into the body of the rope clamp to help prevent snagging, toothed cam with self-cleaning slot optimizes performance under any conditions (frozen or dirty ropes), wide lower hole for easy attachment of the carabiners of the lanyard and footloops, upper hole for clipping a carabiner around the rope Specifications: Material(s): aluminum, stainless steel, plastic, rubber, nylon Weight: 165 g Rope compatibility: 8 to 13 mm, Certification(s): CE EN 567, CE EN 12841 type B, EAC, NFPA 1983 Technical Use, Version left- handed.	pieces	3
51	Figure 8 descenderDescription:Square shape to reduce twisting of the ropes and formation of a girth hitch, High-strength forged aluminum, Small hole can be used with thin ropes if necessary, or as a belay plate.Specifications:Material(s): aluminum, Weight: 100 g, Rope compatibility: for use on 8 - 13 mm diameter ropes, Guarantee 3 years.Tested: (EN) Rope (core + sheath) static, semi-static (EN 1891) or dynamic (EN 892).	pieces	21
52	Polyester sling Specifications: Strength: 22 kN Material(s): polyester Certification(s): CE, UIAA Length 60 cm , Guarantee 3 years.	pieces	6
53	Polyester sling Specifications: Strength: 22 kN Material(s): polyester Certification(s): CE, UIAA Length 80 cm , Guarantee 3 years.	pieces	6

54	Polyester sling Specifications: Strength: 22 kN Material(s): polyester Certification(s): CE, UIAA Length 120 cm , Guarantee 3 years.	pieces	8
55	Polyester sling Specifications: Strength: 22 kN Material(s): polyester Certification(s): CE, UIAA Length 150 cm , Guarantee 3 years.	pieces	8
56	Daisy Chain Specifications: Strap width 13 mm Material Dyneema Length 140 cm Strength Whole Sling 22 kN / Each Loop 3 kN Certification: EN 566 WEIGHT 62 g	pieces	15
57	Adjustable single-step etrier for aid climbing Description: Rapid length adjustment via the DoubleBack buckle, Equipped with a STRING, which holds the carabiner in position and protects the carabiner attachment loop from wear, 3 mm hole in buckle for attaching a cord to facilitate adjustment, Loop on the free end of the webbing for attaching a piton during placement, Foot, retention system helps keeps your foot in the step while ascending. Specifications: Material(s): nylon webbing, DoubleBack buckle of aluminum and heat-treated steel Weight: 142 g, Guarantee 3 years.	pieces	15

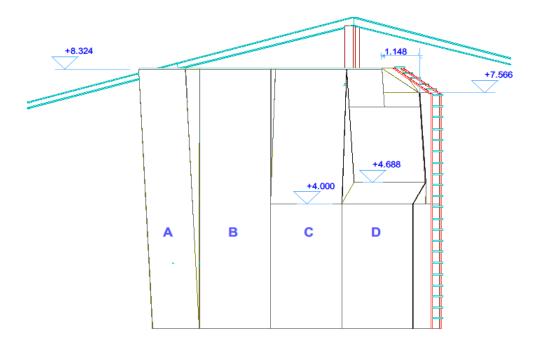
58	UNIVERSAL STRETCHER UT 2000 Very light and versatile carrying device for the transport of injured persons in all kind of terrain. The UT 2000 can be devided in two halfs for easy transport on the back of two rescuers. Each half can also be used as load carrying frame. Tubular frame made from high-strength aluminum alloy. Special durable plasic lying area, shockand scratch-resistant, with good gliding abilities. Synthetic, rotting-free carrying-belts. Wide and padded shoulderbelt with chest-fixation for optimum load distribution and high carrying comfort. Back netting for good air circulation. The carrying belts can be detached for helicopter transport. Four multi-functional load-bearing belts for the fixation of the injured or load, Including helicopter suspension belts.	pack	1
50	Specifications: Certification (s) EN ISO 9001- EN ISO 13485 – AQAP 2130, Length: 1.800 mm, Width: 440 mm, Weight: 6,60 kg.		
59	Pack of handtools to maintain claimbing wall	pack	1
60	Cordless Rotary Hammer with Chisel Function Specifications: Battery Lithium-Ion Battery, Battery Chemistry Lithium Ion, Battery Voltage 18, Battery/Charger Included, Chuck Design Keyless, Chuck Size 3/4 in SDS-Plus, Impact Energy/EPTA (ft. lbs.) 1.25, Length 21.15", Max. Capacity in Concrete 3/4", Max. Capacity in Steel 1-1/4", Max., Capacity in Wood 1/2", No Load BPM 0-4,500, No Load RPM 0-1,400, Weight 4.6lb, Width 12.0".	pack	1
61	Medical First Aid Kit Back Pack Fully Stocked Stomp Medical First Aid Kit Back Pack. Medical Kit with a variety of contents used by professionals including medics and army personnel. The bag should contain many compartments for easy access. Specificationns: Dimensions: 35 x 25 x 48 cm . Color: red	pack	1
62	Working glowes (single use)	pairs	200
63	Climbings Holds (various types) Certification(s) DIN: 7991, DIN: 912, ISO: 7380, EN 12572-3 standard.	pack	1

64	KNEE & ELBOW PADs Lightweight but with a full 1/2 inch of foam padding, they reduce stress and fatigue to the knees, allowing you to work longer and more effectively. The rubber caps grip the surface to prevent sliding, and a unique, easy-to-use buckle fastening system allows a comfortable fit that minimizes interference with circulation to the lower legs. Elbow Pads have non-slip, rubber caps that actually grip the surface, allowing faster movement.	pack	20
65	Safety matt (preventing injuries in case foling from climbing wall) size 16.5 square meters, hight 30 cm	piece	1
66	<ul> <li>Materials for installation of climbing wall with following specifications:</li> <li>1. Climbing wall shell consist of four different climbing lanes (A, B, C, D) chart #2. Incline of the climbing wall should not exceed 12°, chart #3.</li> <li>2. In purpose of conduct a rescue trainings, special platform should be installed on the top of the wall, with the width of 1.5 m and several protection stations.</li> <li>3. One little incline platform should be integrated in one of the climbing lanes with purpose of formation of a middle station.</li> <li>4. Safety mats should be placed around the all perimeter of climbing wall</li> <li>5. Climbing wall should be equipped with individual illumination.</li> <li>6. Safety (protection) stations on the wall and in the middle should correspond to (UIAA, CE, EN) quality standards, with minimal load of 25KN.</li> <li>7. Climbing wall should be constructed with 18 mm veneer (wooden material) and its surface should be cover with water based paint.</li> <li>8. 10 mm halls should be applied on the climbing wall with 20 sm distance with each other, where should be installed special clamping screws for climbing grip installation.</li> <li>For more details, please, refer to pictures bellow.</li> </ul>		
67	Installation works		

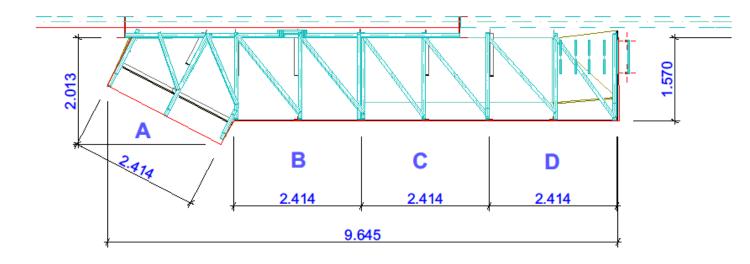


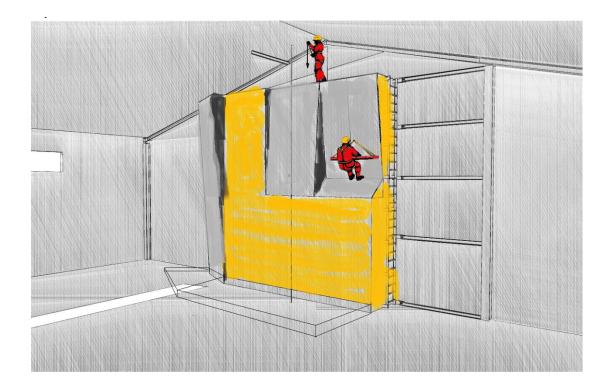
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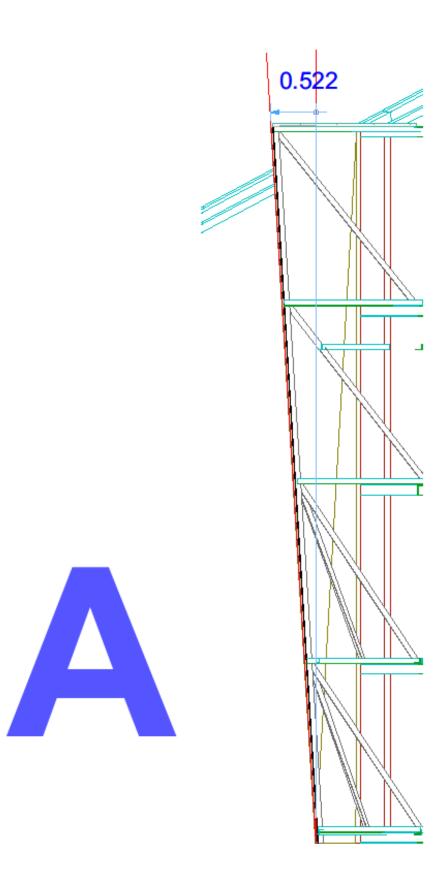




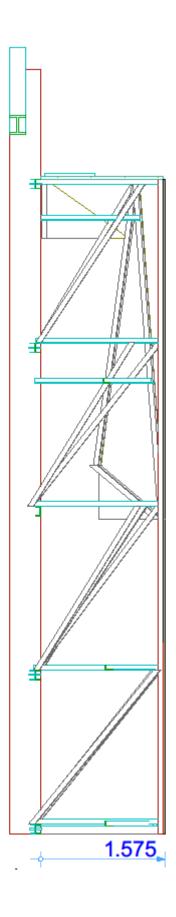




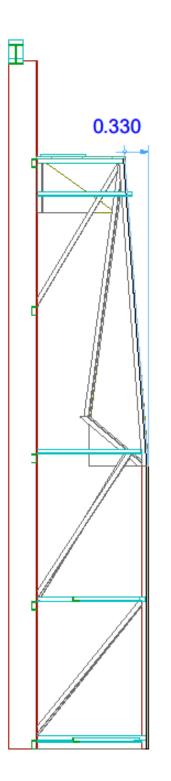




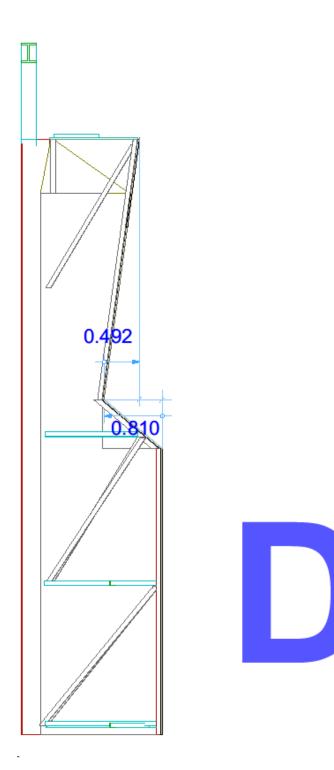
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Grigol Pantsulaia Project Manger a.i. February 9, 2017

## FORM FOR SUBMITTING SUPPLIER'S QUOTATION

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

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

#	Item name and description <sup>1</sup>	Means of Measurement	Quantity	Unit Price	Total
1	Harness	pieces	20		
2	Adjustable chest harness for seat harness	pieces	20		
3	Full body adjustable harness for children less than 40 kg	pieces	5		
4	Lightweight seat harness for rescue	pieces	6		
5	Chest harness for seat harness	pieces	6		
6	Multi-purpose helmet	pieces	20		
7	Children's climbing and cycling helmet	pieces	5		
8	Single dinamic rope	metres	240		
9	Static rope	metres	300		
10	Accessory cords	metres	150		
11	Accessory cords	metres	200		
12	Articulated rope protector with rollers	pack	1		
13	Rope flexible protection	pieces	4		

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

<sup>&</sup>lt;sup>1</sup> Please provide detailed technical specification of the items required in accordance with technical specifications of Annex 1.

14	Durable medium-capacity bag	pieces	4	
15	Compact emergency ascender	pieces	2	
16	Self-braking descender for rescue	pieces	1	
17	Descender with a hendler	pieces	4	
18	Quickdraw for crag climbing	pieces	30	
19	Steel hanger for interior uses	pieces	50	
20	Loss-resistant progress capture pulley	pieces	2	
21	Ultra-light progress capture pulley	pieces	2	
22	SDS-bit hand drill (handler)	pieces	2	
23	Drill for SDS-bit hand drill	pieces	2	
24	Piton for flared, rounded-edge cracks in granite and hard rock	pieces	1	
25	Piton for flared, rounded-edge cracks in granite and hard rock	pieces	1	
26	Piton for thin, parallel-sided cracks in limestone or granite	pieces	1	
27	Piton for thin, parallel-sided cracks in limestone or granite	pieces	1	
28	Piton for thin, parallel-sided cracks in limestone or granite	pieces	1	
29	Piton for flared cracks in limestone or granite	pieces	1	
30	Piton for flared cracks in limestone or granite	pieces	1	
31	Piton for flared cracks in limestone or granite	pieces	1	
32	Piton for wide cracks in limestone or granite	pieces	1	
33	Piton for wide cracks in limestone or granite	pieces	1	
34	Chromoly steel knifeblade piton	pieces	1	

35	Chromoly steel knifeblade piton	pieces	1	
36	Chromoly steel knifeblade piton	pieces	1	
37	Chromoly steel knifeblade piton	pieces	1	
38	Granite Set	pack	1	
39	Piton hammer	pieces	2	
40	Stainless steel anchor for typical exterior uses	packs	30	
41	Anchor Chain	pieces	6	
42	Prusik pulley	pieces	3	
43	Oval aluminum carabiner	pieces	20	
44	Oval aluminum carabiner	pieces	20	
45	Lightweight asymmetric carabiner	pieces	20	
46	Lightweight asymmetric carabiner	pieces	20	
47	Lightweight asymmetric large-capacity carabiner	pieces	20	
48	Lightweight asymmetric large-capacity carabiner	pieces	20	
49	Handled rope clamp for rope ascents	pieces	20	
50	Handled rope clamp for rope ascents	pieces	3	
51	Figure 8 descender	pieces	21	
52	Polyester sling	pieces	6	
53	Polyester sling	pieces	6	
54	Polyester sling	pieces	8	
55	Polyester sling	pieces	8	
56	Daisy Chain	pieces	15	
57	Adjustable single-step etrier for aid climbing	pieces	15	

58	UNIVERSAL STRETCHER UT 2000	pack	1	
59	Pack of handtools to maintain claimbing wall	pack	1	
60	Cordless Rotary Hammer with Chisel Function	pack	1	
61	Medical First Aid Kit Back Pack	pack	1	
62	Working glowes (single use)	pairs	200	
63	Climbings Holds (various types)	pack	1	
64	KNEE & ELBOW PADs	pack	20	
65	Safety matt	piece	1	
66	Materials for installation of climbing wall			
67	Installation works			
Total	Prices of Goods <sup>2</sup>			
Add	: Cost of Transportation			
Add : Cost of Insurance				
Add	Add : Other Charges (pls. specify)			
Total Final and All-Inclusive Price Quotation				

<sup>&</sup>lt;sup>2</sup> Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

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

Other Information pertaining to our	Your Responses			
Quotation are as follows :	Yes, we will comply	No, we cannot comply	lf you cannot comply, pls. indicate counter proposal	
Delivery Time				
(Please indicate delivery time)				
Warranty and After-Sales Requirements				
a) Minimum indicated warranty period				
<ul> <li>b) Availability of technical supports (on site visits)</li> </ul>				
Validity of Quotation				
All Provisions of the UNDP General Terms and Conditions				
Compliance with Special Conditions of Contract and Clause on Liquidated Damages				

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]

## **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 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.