

REQUEST FOR QUOTATION (RFQ)
Nº JOF-0091-30855/2017

Brasília, 10 march 2017.

Dear Sir / Madam:

We kindly request you to submit your quotation for Purchase of rac system components, equipment, tools and consumables for the implementation of HCFCs containment demonstration projects in Brazilian supermarkets under the HCFCs phase-out management plan – stage 2 as detailed in Annex 1 of this RFQ. When preparing your quotation, please use the form attached hereto as Annex 2.

Quotations will be received until **17 march 2017 until 11:59 pm (Brasília local time)** via e-mail, referring in the subject field to Bid **JOF-0091-30855/2017**, to the following address: licitacoes.jof@un.org.br. Quotations submitted by email must be signed and in .pdf format, limited to a maximum of 9MB. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by 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 goods:

Delivery Terms [INCOTERMS 2010]	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input checked="" type="checkbox"/> DAP
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> UNDP Customs clearance, if necessary, must be carried out by UNDP / Equipelog (customs clearance costs are the responsibility of UNDP / Equipelog). Contact and instructions will be sent to the contractor when issuing the purchase order)

Exact Address of Delivery/ Installation (identify all, if multiple)	Lot 1 Y.Yamada Express A/C Rafael Yamada Av. Nazaré, 140 Belém-PA – Brazil Zip Code: 66.035-170 Lot 2 Supermercado São Vicente A/C Thiago Pietrobon Rua Orestes Denadai, 5 Jardim das Palmeiras, Hortolândia-SP – Brazil Zip Code: 13.184-270	
UNDP Preferred Freight Forwarder, if any	Not Applicable	
Distribution of shipping documents (if using freight forwarder)	Applicable	
Maximum Goods Delivery Time (if the delivery time presented by the bidder exceeds this, the quotation may be rejected by UNDP)	<input checked="" type="checkbox"/> 60 days after the issuance of the Purchase Order (PO)	
Delivery Schedule	<input checked="" type="checkbox"/> Required	
Packing Requirements	Not Applicable	
Mode of Transport	<input checked="" type="checkbox"/> AIR	<input checked="" type="checkbox"/> LAND
	<input checked="" type="checkbox"/> SEA	
Preferred Currency of Quotation ¹	<input checked="" type="checkbox"/> United States Dollars <input checked="" type="checkbox"/> Real Reference date for determining the UN operational exchange rate: march 2017 to proposals comparison presented in different currencies http://treasury.un.org/operationalrates/OperationalRates.aspx	
Value Added Tax (VAT) on Price Quotation	- for equipment to be imported, the bidder must include in his price all taxes applicable in his country of origin and do not take Brazilian national taxes into consideration given the UNDP exemption / immunity rule - For equipment already imported and that are in Brazil, all Brazilian taxes must be considered	
After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of 12 months <input checked="" type="checkbox"/> Technical Support <input checked="" type="checkbox"/> Provision of good to replace removed good for maintenance/repair	

¹ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

Deadline for receiving Quotations	17 March 2017 until 11:59 pm (Brasília local time)
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Portuguese
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.
Period of Validity of Quotes starting from the deadline to receive quotations	<input checked="" type="checkbox"/> 120 days 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	<input checked="" type="checkbox"/> Permitted Proposals can be submitted for all or per item.
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of goods
Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay: <i>0,5% for each day of delay</i> Max. no. of days of delay: <i>30 days</i> <i>Next course of action: please see provision in Annex 3-General Terms and Conditions</i>
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ² <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions
UNDP will award the contract to:	<input checked="" type="checkbox"/> One or more Suppliers, depending on the following factors: Lowest price per item of proposals that meets all the conditions established in the RFQ
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input type="checkbox"/> Cancellation of PO if the delivery is delayed/completion by 20 (twenty) days from the equipment's delivery deadline
Conditions for Release of Payment	<input checked="" type="checkbox"/> Passing Inspection <input checked="" type="checkbox"/> Passing all Testing

² UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with the RFQ requirements
Annexes to this RFQ	<input checked="" type="checkbox"/> Specifications of the Goods Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact for Inquiries (Written inquiries only) ³	licitacoes.jof@un.org.br 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 bidders.

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.

³ This contact address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for firms not awarded with a purchase order or contract in a competitive procurement process and that believe they have not been fairly treated. Detailed information can be found in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely,
JOF - Joint Operations Facility
United Nations in Brazil

Annex 1

Technical Specification

LOT 1:

Item No.	Item to be Supplied	Description / Specification	Quantity	Latest Delivery Deadline (*)
1	Y- Filter Strainer with flanges for brazing connections	Removal of debris from refrigerant and oil, PS = 34,5 bar and for temperatures -29°C to 93°C. The strainer assembly is made from brass with a stainless steel mesh screen. The O-ring is made from neoprene. Area 2030 mm ² Mesh 100 Size: ½ ODS	2	60 days
2	Y- Filter Strainer with flanges for brazing connections	Removal of debris from refrigerant and oil, PS = 34,5 bar and for temperatures -29°C to 93°C. The strainer assembly is made from brass with a stainless steel mesh screen. The O-ring is made from neoprene. Area 4520 mm ² Mesh 100 Size: ¾ ODS	2	60 days
3	Y- Filter Strainer with flanges for brazing connections for the oil return line at the oil-separator.	Removal of debris from refrigerant and oil, PS = 34,5 bar and for temperatures -29°C to 93°C. The strainer assembly is made from brass with a stainless steel mesh screen. The O-ring is made from neoprene. Area 4520 mm ² Mesh 100. ¾ ODS.	2	60 days
4	Permanent copper Strainer, hermetically, for brazing connections, PS = 30 bar	Permanent copper strainers are used for filtering particles and contaminants with a stainless steel screen in the filter body. Brazed-in connections at in- and outlet side. Size: 3/8"	22	60 days
5	Permanent copper Strainer, hermetically, for brazing connections , PS = 30 bar	Permanent copper strainers are used for filtering particles and contaminants with a stainless steel screen in the filter body. Brazed-in connections at in- and outlet side. Size: 1/2"	5	60 days
6	Shutoff Valve with flare/solder and T-connection	Shutoff Valve with flare/solder and T-connection ¾ - Evacuation Type: HBLK10 or equivalent	4	60 days
7	Copper Gasket	Copper Gasket 7/16"	100	60 days
8	Copper Gasket	Copper Gasket 5/8"	100	60 days
9	Copper Seal	Copper Seal 1/4" Type: CUD-06 or equivalent	100	60 days
10	Flexible process line with inner diameter of 4 mm, color orange.	Flexible refrigerant transfer line for connection of pressure limiter and controller. Maximum operational pressure PS is 60 bar, operation range is -45°C to 130°C. Diffusion tight and oil resistant. Length of 10 meter	2	60 days
11	Pressing connector without core depressor, straight, in set of ten pieces.	Flexible refrigerant transfer line accessories for connection of pressure limiter and controller. Maximum operational pressure PS is 60 bar, operation range is -45°C to 130°C. 7/16", 4mm	2	60 days

12	Pressing connector without core depressor, elbow 90°, in set of ten pieces.	Flexible refrigerant transfer line accessories for connection of pressure limiter and controller. Maximum operational pressure PS is 60 bar, operation range is -45°C to 130°C. 7/16", 4mm	2	60 days
13	Pressing connector without core depressor, straight, in set of ten pieces.	Flexible refrigerant transfer line accessories for connection of pressure limiter and controller. Maximum operational pressure PS is 60 bar, operation range is -45°C to 130°C. 5/8", 4mm	2	60 days
14	Pressing connector without core depressor, elbow 90°, in set of ten pieces.	Flexible refrigerant transfer line accessories for connection of pressure limiter and controller. Maximum operational pressure PS is 60 bar, operation range is -45°C to 130°C. 5/8", 4mm	2	60 days
15	Pressing connector T-fitting, in set of ten pieces.	Flexible refrigerant transfer line accessories for connection of pressure limiter and controller. Maximum operational pressure PS is 60 bar, operation range is -45°C to 130°C. 4mm	1	60 days
16	Hydraulic pressing pliers for DN 4mm pressing operation	Flexible refrigerant transfer line accessories for connection of pressure limiter and controller. Maximum operational pressure PS is 60 bar, operation range is -45°C to 130°C. 4mm	1	60 days
17	Core depressor opener in set of 50 pieces	Flexible refrigerant transfer line accessories for connection of pressure limiter and controller. Maximum operational pressure PS is 60 bar, operation range is -45°C to 130°C.	1	60 days
18	Tube cutter	Flexible refrigerant transfer line connection tool	1	60 days
19	Spare blade for tube cutter in set of two pieces	Flexible refrigerant transfer line accessories	1	60 days
20	Copper gaskets in set of 50 pieces	Flexible refrigerant transfer line accessories for connection of pressure limiter and controller. Maximum operational pressure PS is 60 bar, operation range is -45°C to 130°C. 7/16" UNF	2	60 days
21	Overflow Safety Valve	Counter pressure independent overflow safety valve to avoid emission of refrigerant to the environment. In case of activation, the refrigerant is led into the low-pressure side of the refrigeration system. Safety valve is led sealed and with acceptance test certificate (TUV / DEKRA or equivalent). Permissible temperature range is -30°C to +120°C and the valve is suitable for all halogenated refrigerants. Type: ÜSV Hansa or equivalent Set pressure 28 bar	2	60 days
22	Overflow safety valve discharge tube, complete assembly set.	Assembly set consists of: Gauge, double nut, connection tube, brazing adapter Type: ÜSV Hansa or equivalent	2	60 days
23	Differential oil pressure sensor for BITZER compressors with oil pump.	Electronic monitoring device to control the differential pressure of refrigeration compressors. Permitted medium temperature -30°C to 90°C, maximum operational pressure PS is 30 bar. Device supplied with one set of spare gaskets. Supply voltage is AC 50/60Hz, 115-230V. Connection thread M20x1,5mm. Type: Delta-P II or equivalent	2	60 days

24	Set of gaskets for BITZER Minus cooling compressor 4J-13.2 refrigerant HCFC R22	including part number: 24, 33, 35, 45, 60, 67, 70, 74, 77, 83, 88, 94, 94, 105, 108, 112, 114, 115, 120, 121, 212, 135, 163	1	60 days
25	Set of gaskets for BITZER Plus cooling compressor 6J-22.2 refrigerant HCFC R22	including part number: 24, 33, 35, 45, 60, 67, 70, 74, 77, 83, 88, 94, 94, 105, 108, 112, 114, 115, 120, 121, 212, 135, 163	1	60 days
26	Brass Block Service Fittings	Brass Block Service Fittings 14" SAE x 1/8" NPTF	10	60 days
27	Vertical liquid refrigerant receiver (for HCFC R22) with approval according to the EC pressure equipment directive 97/23/EC	Minimum/maximum allowable temperature -10°C to 120°C. Maximum allowable pressure PS = 33 bar. Receiver volume is 89 dm ³ for maximum HCFC R22 refrigerant charge of 96,9 kg. Receiver weight empty of 60 kg (without refrigerant charge). Receiver equipped with three sight glasses. Refrigerant inlet connection 45mm (1-5/8") and outlet connection 35mm (1-3/8") wit brazing adapters and spare gasket for Rotalock valve. Size: 89 dm ³ Type: FS902 or equivalent	2	60 days
28	Opto electronical liquid level monitoring device consisting of an opto-electronic unit and a prism unit. Monitoring of the minimum and maximum refrigerant charge level within the refrigerant receiver.	The prism unit is mounted to a Rotalock T- joint with sideward viewing sight-glass. The Rotalock T-joint is than mounted into the receiver instead of the upper and lower sight-glass. The opto-electronic unit is not in direct contact with the refrigerant. It is screwed into the prism unit and integrated into the control circuit of the plant. Maximum allowable pressure is 33 bar for temperatures -10°C to 120°C. Allowable ambient temperature -30°C to 60°C. Maximum medium temperature is 100°C. Supply voltage 220V AV ± 10%, supply frequency 60 Hz. Enclosure class IP54 Type: OLC-D1 or equivalent	5	60 days
29	Adapter (Rotalock T-joint) for Opto electronical liquid level monitoring device in combination with a sight glass. Device supplied with a set of spare gaskets.	The Rotalock T-joint is than mounted into the receiver instead of the upper and lower sight-glass.	5	60 days
30	Adapter for pressure relief valve connection	Adapter for connection of the Counter pressure independent overflow safety valve to the refrigerant receiver. Size: G1/2 > SW 22 > 1-1/4" -12 UNF	2	60 days
31	Flexible twin-flame fork torch, size 2 with thickness of 1-2mm, inlet M15x1 RH for the use with acetylene / oxygen	Flexible twin-flame fork torch, size 2 with thickness of 1-2mm, inlet M15x1 RH for the use with acetylene / oxygen Type: Klein Rista or equivalent	2	60 days
32	Shower-burner set of three. Universal use shower-burner for welding and brazing processes for the use with acetylene and oxygen.	Set consisting of three shower-burner Type: Perplex Klein Rista or equivalent	1	60 days

33	Welding and brazing torch set for the use with acetylene - oxygen gases, consisting of handle, insert nozzles sizes 1 to 5 / 0,5 to 9mm, nozzles cleaning needles, 10-spanner tool, steal sheet case.	Complete welding and brazing set Type: Klein Rista or equivalent	1	60 days
34	Torch lighter	Gun-shaped gas lighter – refill pack: 12 x 5 mm replacement flints in small holder small holder	3	60 days
35	Torch lighter	Set of 12 replacement flints	2	60 days
36	LED work light	Battery-operated robust work light with extremely bright light based on LED technology. With 160 installed LEDs the flash lights feature high light efficiency with low power consumption. Lighting duration: 5 h, charging duration: 5-6 h, shock-proof case with suspending hook, on/off switch on non-slip handle, rechargeable via 230 V power supply or 12 V cigarette lighter, splash-proof and oil-resistant. Incl. power supply and car charger.	2	60 days
37	Torque wrenches set	Durable torque wrenches set designed especially for refrigeration and air conditioning systems, featuring 6 different wrenches sizes and adjustable torque lever (10 – 75 newton meter) in sturdy plastic case.	1	60 days
38	Set of expander heads compatible with WIGAM Expander Tool	Durable forged steel tube expander designed to expand copper, aluminum and soft metal tubes. Size: 1-1/8" - 1-3/8" - 1-5/8"	1	60 days
39	Lead Sealing pliers Set	Set consisting of one lead sealing pliers, seal wire, nylon nirosta, and lead seals. The lead sealing tool is manufactured from cast carbon steel and chrome plated for protection. The tools are supplied with round dies, plain or corrugated for effective crimping of all Acme Lead Seals, the plastic YP10 and Crimp Seals. Standard non engraved dies to be supplied. The sealing tools may also be used to mark other materials such as aluminum plate or laminated card. Including 100m seal wire, 500 lead seals 10mm diameter. Set with led seals.	1	60 days
40	Grip- Pliers with curved jaws	Pliers made from chrome- molybdenum-steel construction - sturdiness and rust prevention. Anti-Skid surface with safe grip for difficult situations. 10CR 220mm	3	60 days
41	Insulation tube Closed cell, elastomeric, nitrile rubber insulation material with a Class O fire rating and excellent thermal properties. Self-sealed tube in length of 2 meter each. Thickness 25mm, for copper tube outer diameter up to 76mm	Insulation used on cold lines must effectively prevent condensation. Typically, in order to achieve this an insulation material should, in addition to excellent technical values, exhibit the following: An effective water vapor barrier, a closed cell structure not prone to “wicking”, no obvious potential for thermal bridging, long term stability of thermal values. Type: AF-CO-25X076-A or equivalent	20	60 days

42	Insulation tube Closed cell, elastomeric, nitrile rubber insulation material with a Class O fire rating and excellent thermal properties. Self-sealed tube in length of 2 meter each. Thickness 25mm, for copper tube outer diameter up to 48mm	Insulation used on cold lines must effectively prevent condensation. Typically, in order to achieve this an insulation material should, in addition to excellent technical values, exhibit the following: An effective water vapor barrier, a closed cell structure not prone to “wicking”, no obvious potential for thermal bridging, long term stability of thermal values. Type: AF-CO-25X048-A or equivalent	20	60 days
43	Insulation tube Closed cell, elastomeric, nitrile rubber insulation material with a Class O fire rating and excellent thermal properties. Self-sealed tube in length of 2 meter each. Thickness 25mm, for copper tube outer diameter up to 22mm	Insulation used on cold lines must effectively prevent condensation. Typically, in order to achieve this an insulation material should, in addition to excellent technical values, exhibit the following: An effective water vapor barrier, a closed cell structure not prone to “wicking”, no obvious potential for thermal bridging, long term stability of thermal values. Type: AF-CO-25X022-A or equivalent	20	60 days
44	Insulation tube Closed cell, elastomeric, nitrile rubber insulation material with a Class O fire rating and excellent thermal properties. Self-sealed tube in length of 2 meter each. Thickness 25mm, for copper tube outer diameter up to 35mm	Insulation used on cold lines must effectively prevent condensation. Typically, in order to achieve this an insulation material should, in addition to excellent technical values, exhibit the following: An effective water vapor barrier, a closed cell structure not prone to “wicking”, no obvious potential for thermal bridging, long term stability of thermal values. Type: AF-CO-25X035-A or equivalent	20	60 days
45	Insulation Sheet endless, Closed cell, elastomeric, nitrile rubber insulation material with a Class O fire rating and excellent thermal properties. Sheet in length of 3 meter each. Thickness 32mm	Insulation used on cold lines must effectively prevent condensation. Typically, in order to achieve this an insulation material should, in addition to excellent technical values, exhibit the following: An effective water vapor barrier, a closed cell structure not prone to “wicking”, no obvious potential for thermal bridging, long term stability of thermal values. Type: XG-32-99/E or equivalent	20	60 days
46	Insulation Sheet endless, Closed cell, elastomeric, nitrile rubber insulation material with a Class O fire rating and excellent thermal properties. Sheet in length of 7 meter each. Thickness 40mm	Insulation used on cold lines must effectively prevent condensation. Typically, in order to achieve this an insulation material should, in addition to excellent technical values, exhibit the following: An effective water vapor barrier, a closed cell structure not prone to “wicking”, no obvious potential for thermal bridging, long term stability of thermal values. Type: XG-40-99/E or equivalent	4	60 days
47	One - Component adhesive for insulation.	Adhesive provided in 1 Liter cans Type: ADH-HT625/1,0 or equivalent	3	60 days
48	Protective coat for insulation material color silver grey	Protective coat provided in 2,5 Liter bucket Type: FINISH/GY-2,5 or equivalent	2	60 days
49	Special cleaner for one-component adhesive	Cleaner provided in 1 Liter bucket Type: CLEANER/1,0 or equivalent	2	60 days
50	Cutting set for insulation material consisting of 3	Complete set	1	60 days

	knives and one sharpening stone			
51	Brushes for the application of one-component adhesive	Brush diameter 25mm Type: GLUEM-BRUSH25MM or equivalent	5	60 days
52	Pipe retaining clips in accordance with DIN 3016. Clamping range 3/8" (10mm)	Pipe retaining clip for all suitable kinds of retaining applications such as cables, cable protection pipes, hoses and other lines. Clip with 15mm band width, M6 bolt, rubber band (polychloropren) and steel galvanized adjustable band. Temperature range -35°C to 100°C. Resistant against oil, alcohol, acids and fat. Type: RSGU 1.10/15 W1 or equivalent	100	60 days
53	RAC Tubing Copper Tubes in straight lengths (rigid) 1/4" in length of 4m	Copper tubes according EN 12735-1. Diameter 1/4", 4m length, wall with 1mm thickness Type: ITE or equivalent	10	60 days
54	RAC Tubing Copper Tubes in straight lengths (rigid) 3/8" in length of 4m	Copper tubes according EN 12735-1. Diameter 3/8", 4m length, wall with 1mm thickness Type: ITE or equivalent	10	60 days
55	RAC Tubing Copper Tubes in straight lengths (rigid) 1/2" in length of 4m	Copper tubes according EN 12735-1. Diameter 1/2", 4m length, wall with 1mm thickness Type: ITE or equivalent	10	60 days
56	Assembly Carrying Case - Bending Machines	Rugged carrying case with a set of four bending machines, heavy duty tube reamer tube cutter and tube fixation rubber. Set of bending machines in 1/4", 5/16", 3/8", 12". Transport case with wheels and telescope handle. The case is air-tight, dust-tight, water-tight and with air-compensating valve. Maximum ambient temperature for the carrying case is -40°C to 80°C, weight including tools is 20 kg. Type: ASK Bending Machines Carrying Case -Z including 1 x Sturdy plastic box, bending machines (¼", 5/16", 3/8", ½"), 1 x MS-HTB-4, 1 x MS-HTB-5, 1 x MS-HTB-6T, 1 x MS-HTB-8, 1 x MS-TC-308, 1 x MS-TDT-24 or equivalent	1	60 days
57	Assembly Carrying Case - Tool Box	Rugged carrying case with a set of tools for Gaugeable Tube Fittings and Adapter Fittings, consisting of four ratchet wrenches 1/4", 5/16", 3/8", and 1/2". Further one check-gauge, tube-cutting support, tube reamer, tube cutter, Snoop Leak Detection Fluid and SWAK thread tightening paste. The case is air-tight, dust-tight, water-tight and with air-compensating valve. Maximum ambient temperature for the carrying case is -40°C to 80°C, weight including tools is 8.2 kg. Type: ASK Tool-Box Carrying Case -Z including 1 x Sturdy plastic box, MS-13-03P, MS-13-151, MS-13-43, MS-13-77, MS-07-25, MS-HTB-4T, MS-HTB-6T, MS-HTB-8, MS-IG-400, MS-IG-600, MS-IG-810, MS-RW-400, MS-RW-600, MS-RW-810, MS-ST-400, MS-ST-600, MS-ST-810, MS-TW-4, MS-TW-6, MS-TW-8, MS-SNOOP-8OZ, MS-TC-308, MS-TCW-308, MS-TDT-24, MS-TIK-PG, MS-STR-4, MS-STR-8 or equivalent	1	60 days

(*) consecutive days

LOT 2:

Item No.	Item to be Supplied	Description / Specification	Quantity	Latest Delivery Deadline (*)
58	Y- Filter Strainer with flanges for brazing connections for cooling positions	Removal of debris from refrigerant and oil, PS = 34,5 bar and for temperatures -29°C to 93°C. The strainer assembly is made from brass with a stainless steel mesh screen. The O-ring is made from neoprene. Area 2030 mm² Mesh 100 Size: 3/8 ODS	10	60 days
59	Y- Filter Strainer with flanges for brazing connections	Removal of debris from refrigerant and oil, PS = 34,5 bar and for temperatures -29°C to 93°C. The strainer assembly is made from brass with a stainless steel mesh screen. The O-ring is made from neoprene. Area 2030 mm² Mesh 100 Size: ½ ODS	2	60 days
60	Permanent copper Strainer, hermetically, for brazing connections, PS = 30 bar	Permanent copper strainers are used for filtering particles and contaminants with a stainless steel screen in the filter body. Brazed-in connections at in- and outlet side. Size: 1/4"	60	60 days
61	Permanent copper Strainer, hermetically, for brazing connections, PS = 30 bar	Permanent copper strainers are used for filtering particles and contaminants with a stainless steel screen in the filter body. Brazed-in connections at in- and outlet side. Size: 3/8"	130	60 days
62	Permanent copper Strainer, hermetically, for brazing connections , PS = 30 bar	Permanent copper strainers are used for filtering particles and contaminants with a stainless steel screen in the filter body. Brazed-in connections at in- and outlet side. Size: 1/2"	15	60 days
63	Shutoff Valve with flare/solder and T-connection	Shutoff Valve with flare/solder and T-connection ¾ - Evacuation Type: HBLK10 or equivalent	5	60 days
64	Copper Gasket	Copper Gasket 7/16"	100	60 days
65	Copper Gasket	Copper Gasket 5/8"	100	60 days
66	Copper Seal	Copper Seal 1/4" Type: CUD-06 or equivalent	300	60 days
67	Flexible process line with inner diameter of 4 mm, color orange.	Flexible refrigerant transfer line for connection of pressure limiter and controller. Maximum operational pressure PS is 60 bar, operation range is -45°C to 130°C. Diffusion tight and oil resistant. Length of 10 meter	15	60 days
68	Pressing connector without core depressor, straight, in set of ten pieces.	Flexible refrigerant transfer line accessories for connection of pressure limiter and controller. Maximum operational pressure PS is 60 bar, operation range is -45°C to 130°C. 7/16", 4mm	15	60 days
69	Pressing connector without core depressor, elbow 90°, in set of ten pieces.	Flexible refrigerant transfer line accessories for connection of pressure limiter and controller. Maximum operational pressure PS is 60 bar, operation range is -45°C to 130°C. 7/16", 4mm	15	60 days
70	Pressing connector without core depressor, straight, in set of ten pieces.	Flexible refrigerant transfer line accessories for connection of pressure limiter and controller. Maximum operational pressure PS is 60 bar, operation range is -45°C to 130°C. 5/8", 4mm	15	60 days
71	Pressing connector without core depressor, elbow 90°, in set of ten pieces.	Flexible refrigerant transfer line accessories for connection of pressure limiter and controller. Maximum operational pressure PS is 60 bar, operation range is -45°C to 130°C. 5/8", 4mm	15	60 days
72	Pressing connector T-fitting, in set of ten pieces.	Flexible refrigerant transfer line accessories for connection of pressure limiter and controller. Maximum operational pressure PS is 60 bar, operation range is -45°C to 130°C. 4mm	6	60 days

73	Hydraulic pressing pliers for DN 4mm pressing operation	Flexible refrigerant transfer line accessories for connection of pressure limiter and controller. Maximum operational pressure PS is 60 bar, operation range is -45°C to 130°C. 4mm	3	60 days
74	Core depressor opener in set of 50 pieces	Flexible refrigerant transfer line accessories for connection of pressure limiter and controller. Maximum operational pressure PS is 60 bar, operation range is -45°C to 130°C.	3	60 days
75	Tube cutter	Flexible refrigerant transfer line connection tool	3	60 days
76	Spare blade for tube cutter in set of two pieces	Flexible refrigerant transfer line accessories	6	60 days
77	Copper gaskets in set of 50 pieces	Flexible refrigerant transfer line accessories for connection of pressure limiter and controller. Maximum operational pressure PS is 60 bar, operation range is -45°C to 130°C. 7/16" UNF	6	60 days
78	Overflow Safety Valve, Set pressure 28 bar	Counter pressure independent overflow safety valve to avoid emission of refrigerant to the environment. In case of activation, the refrigerant is led into the low-pressure side of the refrigeration system. Safety valve is led sealed and with acceptance test certificate (TUV / DEKRA or equivalent). Permissible temperature range is -30°C to +120°C and the valve is suitable for all halogenated refrigerants. Set pressure 28 bar Type: Hansa ÜSV or equivalent	2	60 days
79	Overflow safety valve discharge tube, complete assembly set.	Assembly set consists of: Gauge, double nut, connection tube, brazing adapter Type: Hansa ÜSV or equivalent	2	60 days
80	Vibration eliminator for installation at the oil-return line	The body of the eliminator is made of stainless steel while the brazing connectors are made of copper. The allowable operating temperature is 140°C to -50°C and the maximum admissible operating pressure PS = 60bar. Size: 2-1/8" Type: VAFS-12 or equivalent	8	60 days
81	Spare gasket for Bitzer compressor 4VCS-6.2	Spare gasket for Bitzer compressor 4VCS-6.2	4	60 days
82	Flexible twin-flame fork torch, size 2 with thickness of 1-2mm, inlet M15x1 RH for the use with acetylene / oxygen	Flexible twin-flame fork torch, size 2 with thickness of 1-2mm, inlet M15x1 RH for the use with acetylene / oxygen Type: Klein Rista or equivalent	4	60 days
83	Shower-burner set of three. Universal use shower-burner for welding and brazing processes for the use with acetylene and oxygen.	Set consisting of three shower-burner Type: Perplex Klein Rista or equivalent	2	60 days
84	Welding and brazing torch set for the use with acetylene - oxygen gases, consisting of handle, insert nozzles sizes 1 to 5 / 0,5 to 9mm, nozzles cleaning needles, 10-spanner tool, steal sheet case.	Complete welding and brazing set Type: Klein Rista or equivalent	2	60 days
85	Torch lighter	Gun-shaped gas lighter – refill pack: 12 x 5 mm replacement flints in small holder small holder	5	60 days
86	Torch lighter	Set of 12 replacement flints	52	60 days

87	LED work light	Battery-operated robust work light with extremely bright light based on LED technology. With 160 installed LEDs the flash lights feature high light efficiency with low power consumption. Lighting duration: 5 h, charging duration: 5-6 h, shock-proof case with suspending hook, on/off switch on non-slip handle, rechargeable via 230 V power supply or 12 V cigarette lighter, splash-proof and oil-resistant. Incl. power supply and car charger.	2	60 days
88	Torque wrenches set	Durable torque wrenches set designed especially for refrigeration and air conditioning systems, featuring 6 different wrenches sizes and adjustable torque lever (10 – 75 newton meter) in sturdy plastic case.	2	60 days
89	Set of expander heads compatible with WIGAM Expander Tool	Durable forged steel tube expander designed to expand copper, aluminum and soft metal tubes. Size: 1-1/8" - 1-3/8" - 1-5/8"	1	60 days
90	Lead Sealing pliers Set	Set consisting of one lead sealing pliers, seal wire, nylon nirosta, and lead seals. The lead sealing tool is manufactured from cast carbon steel and chrome plated for protection. The tools are supplied with round dies, plain or corrugated for effective crimping of all Acme Lead Seals, the plastic YP10 and Crimp Seals. Standard non engraved dies to be supplied. The sealing tools may also be used to mark other materials such as aluminum plate or laminated card. Including 100m seal wire, 500 lead seals 10mm diameter. Set with led seals.	1	60 days
91	Grip- Pliers with curved jaws	Pliers made from chrome- molybdenum-steel construction - sturdiness and rust prevention. Anti-Skid surface with safe grip for difficult situations. 10CR 220mm	3	60 days
92	Pipe retaining clips in accordance with DIN 3016. Clamping range 3/8" (10mm)	Pipe retaining clip for all suitable kinds of retaining applications such as cables, cable protection pipes, hoses and other lines. Clip with 15mm band width, M6 bolt, rubber band (polychloropren) and steel galvanized adjustable band. Temperature range -35°C to 100°C. Resistant against oil, alcohol, acids and fat. Type: RSGU 1.10/15 W1 or equivalent	200	60 days
93	RAC Tubing Copper Tubes in straight lengths (rigid) 1/4" in length of 4m	Copper tubes according EN 12735-1. Diameter 1/4", 4m length, wall with 1mm thickness Type: ITE or equivalent	15	60 days
94	RAC Tubing Copper Tubes in straight lengths (rigid) 3/8" in length of 4m	Copper tubes according EN 12735-1. Diameter 3/8", 4m length, wall with 1mm thickness Type: ITE or equivalent	15	60 days
95	RAC Tubing Copper Tubes in straight lengths (rigid) 1/2" in length of 4m	Copper tubes according EN 12735-1. Diameter 1/2", 4m length, wall with 1mm thickness Type: ITE or equivalent	15	60 days
96	Assembly Carrying Case - Bending Machines	Rugged carrying case with a set of four bending machines, heavy duty tube reamer tube cutter and tube fixation rubber. Set of bending machines in 1/4", 5/16", 3/8", 12". Transport case with wheels and telescope handle. The case is air-tight, dust-tight, water-tight and with air-compensating valve. Maximum ambient temperature for the carrying case is -40°C to 80°C, weight including tools is 20 kg. Type: Type: ASK Bending Machines Carrying Case -Z including 1 x Sturdy plastic box, bending machines (¼", 5/16", 3/8", ½"), 1 x MS-HTB-4, 1 x MS-HTB-5, 1 x MS-HTB-6T, 1 x MS-HTB-8, 1 x MS-TC-308, 1 x MS-TDT-24 or equivalent	1	60 days
97	Assembly Carrying Case - Tool Box	Rugged carrying case with a set of tools for Gaugeable Tube Fittings and Adapter Fittings, consisting of four ratchet	1	60 days

		<p>wrenches 1/4", 5/16", 3/8", and 1/2". Further one check-gauge, tube-cutting support, tube reamer, tube cutter, Snoop Leak Detection Fluid and SWAK thread tightening paste. The case is air-tight, dust-tight, water-tight and with air-compensating valve. Maximum ambient temperature for the carrying case is -40°C to 80°C, weight including tools is 8.2 kg. Type: ASK Tool-Box Carrying Case -Z including 1 x Sturdy plastic box, MS-13-03P, MS-13-151, MS-13-43, MS-13-77, MS-07-25, MS-HTB-4T, MS-HTB-6T, MS-HTB-8, MS-IG-400, MS-IG-600, MS-IG-810, MS-RW-400, MS-RW-600, MS-RW-810, MS-ST-400, MS-ST-600, MS-ST-810, MS-TW-4, MS-TW-6, MS-TW-8, MS-SNOOP-8OZ, MS-TC-308, MS-TCW-308, MS-TDT-24, MS-TIK-PG, MS-STR-4, MS-STR-8 -or equivalent</p>		
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(*) consecutive days

Annex 2

Form for Submitting Quotation⁴

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁵)

[insert date]

To
JOF - Joint Operations Facility
JOF-0091-30855/2017
Casa das Nações Unidas no Brasil
Setor de Embaixadas Norte, Quadra 802, Conjunto C, Lote 17
Complexo Sergio Vieira de Mello, Módulo I, Prédio Zilda Arns, Salas 117 a 123
CEP 70800-400 – Brasília, DF - Brasil

Dear Sir/ Madam,

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 JOF-JOF-0091-30855/2017.

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

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Deadline	Unit Price (DAP incoterms)	Total Price per Item (DAP incoterms)
	Total Prices of Goods⁶				
	Total Final and All-Inclusive Price Quotation				

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

Other Information pertaining to our Quotation are as follows:	Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal

⁴ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes.

⁶ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ.

Delivery Lead Time			
Estimated weight/volume/dimension of the Consignment			
Country/ies Of Origin ⁷			
Warranty and After-Sales Requirements			
a) Minimum one (1) year warranty on both parts and labor			
b) Good to be Provided when the Purchased Good is Under Repair/ Maintenance			
c) Brand new replacement if Purchased Good is beyond repair			
d) Others(to be specified)			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements (pls. specify)			

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

Name of the supplier

Name and signature of the supplier's authorized person

Telephone and e-mail

⁷ If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.

Annex 3

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

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

2. PAYMENT

2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

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

5. EXPORT LICENCES

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

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made

known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

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

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

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

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

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

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

10. LATE DELIVERY

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

11. ASSIGNMENT AND INSOLVENCY

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

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

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. CHILD LABOUR

14.1 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.

14.2 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

15.1 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.

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

16. SETTLEMENT OF DISPUTES

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

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

17. PRIVILEGES AND IMMUNITIES

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

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that

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

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

19. 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.