



## REQUEST FOR QUOTATION (RFQ) (Goods)

NAME & ADDRESS OF FIRM	DATE: June 16, 2017
	REFERENCE: <u>UNDP Project Better coordination of protection of the land border between Georgia and Azerbaijan Project # 00091186</u>

Dear Sir / Madam:

We kindly request you to submit your quotation for delivering equipment for Border Police of Georgia, as detailed in Annex 1 of this RFQ:

- LOT 1 - FLASHLIGHT TK22 FENIX or equal**
- LOT 2 - RECHARGABLE LATERN (FIRE & RESQUE MILITARY TYPE) STREAMLIGHT H.I.D LITEBOX SEARCHLIGHT or equal**
- LOT 3 - GPS HAND HELD NAVIGATION DEVICE GPS MAP 64 or equal**
- LOT 4 - HAND HELD TWO-WAY RADIO MOTOTRBO PD4000 SERIES or equal**

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 **30 June, 2017 (17:00)**, 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**

**Tender box marked “Equipment for Border Police of Georgia” will be placed at the entrance hall of the UN House**

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] <i>(Pls. link this to price schedule)</i>	<input checked="" type="checkbox"/> CIP Tbilisi
Customs clearance, if needed, shall be done by:	UNDP
Exact Address/es of Delivery Location/s (identify all, if multiple)	For custom clearance purposes UN house (9 Eristavi St., Tbilisi 0179, Georgia) shall be indicated as delivery address.
UNDP Preferred Freight Forwarder, if any	n/a
Distribution of shipping documents <i>(if using freight forwarder)</i>	n/a
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	<input checked="" type="checkbox"/> up to 30 calendar days from the issuance of the Purchase Order
Delivery Schedule	n/a
Packing Requirements	n/a
Mode of Transport	n/a
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars To facilitate conversion and comparison of bids expressed in other currencies UN Official Rate of Exchange will be used.
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes

After-sales services required	<input checked="" type="checkbox"/> Warranty for minimum period: LOT 1 - FLASHLIGHT TK22 FENIX or equal – min 6 months LOT 2 - RECHARGABLE LANTERN (FIRE & RESCUE MILITARY TYPE) STREAMLIGHT H.I.D LITEBOX SEARCHLIGHT or equal – min 6 months LOT 3 - GPS HAND HELD NAVIGATION DEVICE GPS MAP 64 or equal – min 1 year LOT 4 - HAND HELD TWO-WAY RADIO MOTOTRBO PD4000 SERIES or equal – min 2 years
Deadline for the Submission of Quotation	Friday, June 30, 2017 17:00 local Time, Tbilisi, Georgia
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
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"/> Full technical specifications for the goods proposed <input checked="" type="checkbox"/> Company profile (Name, Contact information, year established – min. requirement 2 years);
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 90 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  The bidder can quote per each or more lots
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of goods  Payment to local companies will be made in GEL according to existing UN Official Rate of Exchange at the date of payment.
Liquidated Damages	<i>0.5 % of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated</i>
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <input checked="" type="checkbox"/> Comprehensiveness of delivery term and warranty conditions <input checked="" type="checkbox"/> Full acceptance of the Contract General Terms and Conditions
UNDP will award to:	<input checked="" type="checkbox"/> one or more supplier One supplier can be awarded per one or more lot depending on the following factors: technically responsive/lowest quote per LOT

Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order/PO
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 30 days
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with 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 Person for Inquiries (Written inquiries only)	Grigol Pantsulaia Project Manager a.i. 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 : [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

**Thank you and we look forward to receiving your quotation.**

**Sincerely yours,**



**Grigol Pantsulaia**  
**UNDP Project Manager a.i.**  
June 16, 2017

## Technical Specifications

### LOT 1

N	Items to be Supplied	Quantity	Description / Specifications of Goods		Latest Delivery Date
1	FLASHLIGHT TK22 FENIX or equal	150	FLASHLIGHT FEATURE	WATER (IPX8) AND IMPACT RESISTANCE (MIN 1M)	Up to 30 calendar days from the issuance of the Purchase Order (PO)
				SLIP RESISTANT, ANTI ROLL AND ANTI ABRASIVE	
			FLASHLIGHT BODY AND DESIGN	LENGTH 170MM (± 15 MM)	
				WIDTH MAX 30MM	
				MAX 170 GRAM (± 20 GRAM) (EXCLUDING BATTERY)	
			OPERATION	MULTI MODE (MIN: LOW, MEDIUM, HIGH)	Purchase Order (PO)
				BATTERY OPERATED	
			LIGHT OUTPUT	IN A RANGE OF MIN FROM 10 TO 900 LUMEN	
			BATTERIES	RECHARGABLE LITHIUM ION BATTERIES (PREFEREBLY 18650) WITH CHARGER (RECOMMENDED BY THE MANUFACTURER AND COMPLAINT WITH DOMESTIC PLUGS/OUTLETS/VOLTAGES/FREQUENCIES)	
			LIGHT DISTANCE AND INTENSITY	MIN 275 METERS, MIN 18900 CANDELA	
			RUNTIME	MIN 1H20M ON FULL MODE	
			LED	LIFESPAN OF MINIMUM 45 000 HOURS	
			COLOR	BLACK, GREEN, DARK BROWN	
			OTHER SUPPLY	RECHARGABLE BATTERY (PREFEREBLY 18650)	
				STRAP	
			WARRANTY	MIN 6 MONTHS	

### LOT 2

N	Items to be Supplied	Quantity	Description / Specifications of Goods		Latest Delivery Date
2	RECHARGABLE LATERN (FIRE & RESQUE MILITARY	16	FEATURE	WATER AND IMPACT RESISTANCE	Up to 30 calendar
				WEATHERPROOF CONSTRUCTION	
				LENGTH 40 CM (± 10 CM)	

	TYPE) STREAMLIGHT H.I.D LITEBOX SEARCHLIGHT or equal		FLASHLIGHT BODY AND DESIGN	BODY WIDTH 15 CM (± 3 CM)	days from	
				ROTATIONAL HEAD FOR OPTIMAL ILLUMINATION & AIMING	the	
			OPERATION	BATTERY OPERATED	issuance	
			LIGHT OUTPUT	MIN 3 500 LUMENS (± 200 LUMENS)	of the	
			BATTERRIES	RECHARGABLE BATTERIES (RECHARGABLE MIN 350XTIMES) WITH CHARGER (RECOMMENDED BY THE MANUFACTURER AND COMPLAINT WITH DOMESTIC PLUGS/OUTLETS/VOLTAGES/FREQUENCIES)	Purchase Order (PO)	
			LIGHT INTENSITY	PEAK BEAM INTENSITY 1 000 000 CANDELA		
			RUNTIME	MIN 1H30M & INDEFINITE RUN WHEN PLUGGED		
			BULB/LED	LIFESPAN OF MINIMUM 2000 HOURS		
			COLOR	BLACK, GREEN, DARK BROWN, INTERNATIONAL SAFETY ORANGE		
			OTHER SUPPLY	VEHICLE CHARGING CORD		
			WARRANTY	MIN 6 MONTHS		

### LOT 3

N	Items to be Supplied	Quantity	Description / Specifications of Goods		Latest Delivery Date	
3	GPS HAND HELD NAVIGATION DEVICE GPS MAP 64 or equal	16	FEATURE	WATER (IPX7) AND IMPACT RESISTANCE		
				SLIP RESISTANT (RUGGED SURFACE)	Up to 30	
				NEAR TO PRECISE POSITIONING LESS ERROR MARGIN HIGHER ACCURACY IN METERS & WITH HIGHER PERCENTAGE OF CONFIDENCE	calendar	
				TRACK LOGGING	days	
				HIGH SENSITIVITY RECEIVER	from the	
			BODY AND DESIGN	PORTABLE (HANDHELD)	issuance	
				LIGHTWEIGHT	of the	
			DISPLAY	SUNLIGHT READABLE AND TRANFLECTIVE COLOR SCREEN	Purchase Order (PO)	
				~2,6" & MIN RESOLUTION 160X240PIX		
				DESIRABLE: CAPABILITY TO OVERLAY HIGH-RESOLUTION IMAGERY		
			OPERATION	BATTERY OPERATED		
			BATTERRIES	RECHARGABLE BATTERIES WITH CHARGER (RECOMMENDED BY THE MANUFACTURER AND COMPLAINT WITH DOMESTIC PLUGS/OUTLETS/VOLTAGES/FREQUENCIES)		
				PREFERABLE TYPE: AA		
			INTERFACES	USB		
			SUPPORTED OS	MICROSOFT WINDOWS XP/VISTA/7 (????)		

			RUNTIME	MIN 12HOURS/PER CHARGE		
			MEMORY	STORES MIN 5000 WAYPOINTS & 150 ROUTES		
			COLOR	NO PREFERENCE		
			SUPPLIED ACCESSORIES	USB CABLE		
				LITHIUM BATTERY		
				COMPATIBLE MEMORY CARD		
				TOPOGRAPHIC MAP AT MINIMUM COVERING ALL OF GEORGIA AND ITS BOODARIES OF ADJUSCENT COUNTRIES		
			WARRANTY	MIN 1 YEAR		

#### LOT 4

N	Items to be Supplied	Quantity	Description / Specifications of Goods		Latest Delivery Date	
4	HAND HELD TWO-WAY RADIO MOTOTRBO PD4000 SERIES or equal	50	GENERAL SPECIFICATIONS	RUGGED DESIGN, CERTIFIED INTRINSICALLY SAFE (CSA),		
				5-LINE FULL COLOR DISPLAY, DAY/NIGHT MODE,	Up to 30	
				3 LEVEL SCRAMBLING/ENCRYPTION: 16-BIT, 40 BIT ENHANCED PRIVACY, (PREFERABLE 256-bit AES256 encryption)	calendar days from the	
				COMPATIBLE TO DISPATCH COMMUNICATION CONSOLE - GEO DISPATCH	issuance of the	
				EMBDDED BLUETHOOOTH AUDIO IN RADIO	Purchase	
				ANALOGUE AND DIGITAL MODE	Order	
				HIGH DURABILITY	(PO)	
				FULL KEYPAD		
				TEXT MESSAGING		
				COMPATIBLE TO DMR TIER II STANDARD (MULTI-SITE DIGITAL TRUNKING SYSTEM)		
				OPERATING TEMPERATURE (-30C - +60C)		
				FREQUENCY RANGE: 136-174MHz		
				CHANNEL SPACING: 12.5/20/25 KHz		
				MAX OUTPUT POWER 5W		
				CHANNEL CAPACITY: MIN 1000		
				STATUS INDICATION: LED 3 COLORS		
				PROGRAMMABLE BUTTON : MIN 5		
				VOICE OPERATED TRANSMIT		
				TRANSMIT INTERRUPT		
				COMPATIBLE TO DIRECT 6.25e MODE		
				LONE WORKER		
				GROUP AND INDIVIDUAL CALL		



				DUST AND WATER INTUSION:IP57		
				EMERGENCY BUTTON		
TRANSMITTER				CHANNEL SPACING: 12.5/20/25 KHz		
				FREQUENCY STABILITY: $\pm 0.5$ PPM		
RECEIVER				CHANNEL SPACING: 12.5/20/25 KHz		
				FREQUENCY STABILITY: $\pm 0.5$ PPM		
AUDIO:				RADIO VOLUME AUTOMATIC ADJUSTMENT, SPEAK AND HEAR CLEARLY		
BLOOTHOTH:				BLUETOOTH 2.1 +EDR SPECIFICATIONS;		
				RADIO SUPPORTS 1 BLUETOOTH AUDIO ACCESORY AND 1 BLUETOOTH DATA DEVICE SIMULTANEOUSLY		
				CLASS 2, 10 METERS		
GPS:				HIGER ACCURACY IN METERS & WITH HIGHER PERCETAGE (~ 95%) OF CONFIDENCE		
BATTERY:				RECHARGABEL LITHIUM ION BATERRIES COMPATIBLE WITH CHARGER (MODEL# WPLN4226A)		
				WEIGHT: MAX 150 GRAM		
				RUNTIME: MIN 16HOURS (DIGITAL MODE) & 11HOURS (ANALOGUE MODE)		
				MIN CAPACITY: 2200mAh		
				CHARGE CYCLE: MIN 300		
ANTENNA				FREQUENCY RANGE: 144-165MHz		
SOFTWARE COMPATABILITY				CPS (SUTOMER PROGRAMMING SOFTWARE) V. 13.5		
SUPPLIES:				BELT CLIP		
				3 BATTERIES PER RADIO STATION		
WARRANTY				MIN 2 YEARS		

## FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>1</sup>

*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>2</sup>)*

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:

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

### LOT 1 - FLASHLIGHT TK22 FENIX or equal

**Country of origin:**

**Manufacturer:**

**Model:**

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
	<b>Total Final and All-Inclusive Price Quotation</b>				

<sup>1</sup> This serves as a guide to the Supplier in preparing the quotation and price schedule.

<sup>2</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

**LOT 2 - RECHARGABLE LATERN (FIRE & RESQUE MILITARY TYPE) STREAMLIGHT H.I.D LITEBOX  
SEARCHLIGHT or equal**

**Country of origin:**

**Manufacturer:**

**Model:**

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
	Total Final and All-Inclusive Price Quotation				

**LOT 3 - GPS HAND HELD NAVIGATION DEVICE GPS MAP 64 or equal**

**Country of origin:**

**Manufacturer:**

**Model:**

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
	Total Final and All-Inclusive Price Quotation				

**LOT 4 - HAND HELD TWO-WAY RADIO MOTOTRBO PD4000 SERIES or equal****Country of origin:****Manufacturer:****Model:**

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
	<b>Total Final and All-Inclusive Price Quotation</b>				

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

Other Information pertaining to our Quotation are as follows:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Time (Please indicate delivery time)			
Compliance with Special Conditions of Contract and Clause on Liquidated Damages			
Minimum indicated warranty period			
Validity of quotation			
All Provisions of the UNDP General Terms and Conditions			

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 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.