



REQUEST FOR QUOTATION (RFQ) (Goods)

NAME & ADDRESS OF FIRM	DATE: September 11, 2017
	REFERENCE: RFQ/2017/13

Dear Sir / Madam:

We kindly request you to submit your quotation for **Supply and Install a Water Mist Irrigation System for The Composting Facility Mafraq** as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before September 20, 2017 @12pm and via ☒courier mail to the address below:

**United Nations Development Programme
Ishaq AlEdwan St. Building no. 16. Opposite
the Shmeisani Police Station, Amman-Jordan
Tel: +962 6 5100420 Fax: +962 6 5100430
Procurement Unit**

Proposal submitted should have one original, 1 copy and one on USB

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. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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)	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input checked="" type="checkbox"/> DAP <input type="checkbox"/> Other [pls. specify]	
Customs clearance, if needed, shall be done by:	<input type="checkbox"/> UNDP <input checked="" type="checkbox"/> Supplier/Offeror <input type="checkbox"/> Freight Forwarder	
Exact Address/es of Delivery Location/s (identify all, if multiple)	Al Husseniati Landfill , Mafrag	
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> 21 days from the issuance of the Purchase Order (PO) <input type="checkbox"/> As per Delivery Schedule attached [if delivery will be staggered]	
Delivery Schedule	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required	
Packing Requirements		
Mode of Transport	<input type="checkbox"/> AIR <input type="checkbox"/> SEA	<input checked="" type="checkbox"/> LAND <input type="checkbox"/> OTHER [pls. specify]
Preferred Currency of Quotation	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency : JOD	
Value Added Tax on Price Quotation	<input type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes	
After-sales services required	<input type="checkbox"/> Warranty on Parts and Labor for minimum period of three years <input checked="" type="checkbox"/> Technical Support <input checked="" type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair <input type="checkbox"/> Others <u>A Bank Certified Check for 90 days period of 5% of project price as defects liability guarantee after works official completion and handover</u>	
Deadline for the Submission of Quotation	<i>Wednesday, September 20, 2017 @12pm</i>	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others [pls. specify, including dialects, if needed]	
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"/> A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users; <input type="checkbox"/> Confirmation that licenses of this nature have been obtained in the past and an expectation of obtaining all the necessary licenses should the quotation be selected; <input checked="" type="checkbox"/> Quality Certificates (ISO, etc.); <input checked="" type="checkbox"/> Latest Business Registration Certificate ; <input checked="" type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance; <input type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); <input type="checkbox"/> Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer); <input type="checkbox"/> Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied ; <input checked="" type="checkbox"/> Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods". <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 the Submission Date	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <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"/> Not permitted <input type="checkbox"/> Permitted [<i>pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)</i>]
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of goods <input type="checkbox"/> Others [<i>pls. specify</i>]
Liquidated Damages	Will be imposed under the following conditions: Percentage of contract price per day of delay:0.5% Max. no. of days of delay :One Month Next course of action : Termination of the contract
Evaluation Criteria [<i>check as many as applicable</i>]	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions [<i>this is a mandatory criteria and cannot be deleted regardless of the nature of services required</i>]

UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input type="checkbox"/> Long-Term Agreement (<i>if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.</i>) <input type="checkbox"/> Other Type/s of Contract
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 30 days <input type="checkbox"/> Others <i>[pls. specify]</i>
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 /Bill of Quantities (Annex 2) <input checked="" type="checkbox"/> PROJECT ACTIVIRY (WORK) SCHEDULE (Annex 3) <input checked="" type="checkbox"/> Drawings (Annex 4). <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 5). 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)	<i>Fatima Abu Snaineh</i> <i>Project Procurement Officer</i> <i>Offers.jo@undp.org</i> 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

Thank you and we look forward to receiving your quotation.

Sincerely yours,

TECHNICAL SPECIFICATION

Technical Specifications

You are kindly requested to fill the attached table and mention whether it comply or not comply and indicate the page number

Description / Specifications of Goods	Comply/not comply	Comments
<p>Description: Mist Irrigation System for Writing the area if peat Consist the following:</p> <ul style="list-style-type: none"> A) Steel Structure as shown in the drawings B) Polyethylene pipe as a Main Pipe & Sub –Main pipe and lateral. C) Sprayers D) Electrical Pump <p>Specifications :</p> <ul style="list-style-type: none"> • HDPE Pipe PE 100 @ 6 bar • Sprayers – Quantity 90 L/ hr . @3m Diameter. • Electrical Pump – Italy made , Flow rate 6m3 /hr. @35 meter head . 		

FORM FOR SUBMITTING SUPPLIER'S QUOTATION¹

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery²)

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 Reference No. RFQ 2017/13:

Bill of Quantities

Services: Supply and Install water mist irrigation pipework with a spraying structure (a fixed pressurized system) at the composting facility as identified in the tech specs below

The rates shall be used for the price analyses and evaluation purposes or any other requirements, shall be fixed and firm for the duration of the contract and shall be inclusive of all facilities, office running cost, communication, transportation, company overheadsetc.

For any type of work, material, equipment, tool, fitting ... etc. required for the scope of work, the contractor must follow the engineer's instructions with getting his approval in advance. The contractor's failure to achieve that shall cause rejecting the work, material, equipment, tool, fitting ... etc.

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

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

#	Task / Activity	Unit	(A)	(B)	(C)	(A*B)+(A*C)
			Qty.	Labour Rate US\$	Material Rate US\$	Total US\$
	Supply and Install water mist irrigation pipework with a spraying structure (a fixed pressurized system of approx. 5 m³/hr discharge capacity) at the composting facility as shown in the design drawings and specs.	All works are to be in accordance to all relevant Jordanian official Codes and Specifications (especially National building code and MPWH specifications and Jordanian standards and Metrology Organization) for the civil works				
1.1 PIPES, FITTINGS & ACCESSORIES						
A	MAIN PIPE					
a1	Supply & Install Provision of HDPE Irrigation main pipe 75 diameter (3 inch) ,PN 100, class 6 Bars; complete including supply, installation, testing and commissioning, earthworks, warning tape, all fittings, equipment, workmanship and all requirement as specified and as shown on drawings and specs. All works must be as per the supervisor engineer instructions and after getting approval duly. Shop drawings showing mentioned view and sections on design drawings shall be submitted by Contractor for approval.	mr	250			0.00

a2	Supply & install Provision of HDPE Manifolds pipes connected with a spraying steel structure, 40 mm diameter, PN 100, class 6 Bars; including supply, installation, testing and commissioning, earthworks, all fittings, equipment, workmanship and all requirement as specified and as shown on drawings and specs. All works must be as per the supervisor engineer instructions and after getting approval duly. Shop drawings showing mentioned view and sections on design drawings shall be submitted by Contractor for approval.	mr	75			0.00
a3	Provision of lay flat pipes connected with a spraying steel structure, 75 mm diameter, class 6 Bars; including supply, installation, testing and commissioning, earthworks, all fittings and material, equipment, workmanship and all requirement as specified and as shown on drawings and specs. All works must be as per the supervisor engineer instructions and after getting approval duly.	mr	240			0.00
B	VALVES, EQUIPMENT AND ACCESSORIES					

b1	Supply and install, test and commission directly buried gate valve 2.5" for the main irrigation pipework; including all fittings, equipment, workmanship and all requirement as specified, and connection to pipe network as shown on drawings and specs. All works must be as per the supervisor engineer instructions and after getting approval duly. Shop drawings showing mentioned view and sections on design drawings shall be submitted by Contractor for approval.	Piece	6			0.00
b2	Supply & install, test and commission the provision of quick coupling valves, 2.5" diameter and connection to the pipework; including all fittings, equipment, workmanship and all requirement as specified and shown on drawings and specs. All works must be as per the supervisor engineer instructions and after getting approval duly. Shop drawings showing mentioned view and sections on design drawings shall be submitted by Contractor for approval.	Piece	4			0.00

b3	Supply and installation test and commission of mini sprayer Dripline quantity 90 L/hr @ 3 meters diameter, and connection to the pipework with a total discharge/flow of 5 m3/hr; including all fittings, equipment, workmanship and all requirement as specified, and shown on drawings and specs. All works must be as per the supervisor engineer instructions and after getting approval duly. Shop drawings showing mentioned view and sections on design drawings shall be submitted by Contractor for approval.	Piece	60				0.00
C	Steel Structure Works						
c1	Supply, install, test and commission of steel structure with water sprayers, rectangular shaped with dimensions of 4X2.5X3m inclusive of all steel tubes (minimum dimensions for beams 6x6cm tube 2mm thick and for columns 10x10 cm 3 mm thick) and angles of with selfdrill bolts and all needed welding (at factory) and three layers coating of paint for all elements. durable chasse mounted on 4 wheels and tires (minimum diameter 12 inch of 20 cm width with steel rim, pressure 35 bar) connected to the structure properly with needed fittings and breaking system with flexibility to be towed into all directions, as shown in the drawings and specs. All works of any type are inclusive	Piece	4				0.00

	of materials, equipment, fittings, workmanship, accessories and all requirements. The price include all material and works required to install and fix the pipes to sprays All works must be as per the supervisor engineer instructions and after getting approval duly. Shop drawings showing mentioned view and sections on design drawings shall be submitted by Contractor for approval.					
1.2						
d	Others					
d1	Supply and install, test and commission water metal storage tank Metal 50 m3, 5 - 8 mm thickness metal type. The works includes all fittings, equipment, workmanship and all requirement as specified and shown on drawings and specs. All works must be as per the supervisor engineer instructions and after getting approval duly.	Piece	1			0.00

d2	Supply and install test and commission complete electrical Automatic Pump 6 m3, 35 M HEAD, 3 Bar, complete as per specifications. The work include all mechanical and electrical fittings needed for the proper operation including all fittings, wiring and earthworks to nearest DB and isolater. The price will include a steel box locker fixed to the ground of L(1.5m) X W(1.5m) X H(1m) and steel thickness not less than 2mm with 3 layers of paint (with louver at two sides for ventilation and access door and lock), equipment, workmanship and all civil, mechanical, & electrical works needed for the proper operation as specified and shown on drawings and specs. All works must be as per the supervisor engineer instructions and after getting approval duly.	Piece	1				0.00
d3	Supply and installation of Complete Pressure Tank With Pressure Switch; including all fittings, equipment, workmanship and all requirement as specified and shown on drawings and specs. All works must be as per the supervisor engineer instructions and after getting approval duly.	Piece	1				0.00
d4	Supply and installation of Complete electrical Cable 4x2.5mm + 1x1.5mm earthling ; including all fittings, equipment, workmanship and all requirement as specified and shown on drawings and specs. All works must be as per the supervisor engineer instructions and after getting approval duly.	mr	100				0.00

d5	<p>Supply, install, test & commission high grade steel 6m-Lighting Pole, 6 m height above ground level 1 m depth below ground (as in drawings) Steel DN-17100-ST52 or equal, finish hot dip galvanized steel BS 729 or equal minimum average thickness 70 micron including brackets and pole single arm min. 5.0 mm shaft thickness plate thickness min. 25mm Paint or fix reflective paint/tape in three strips at poles circumference starting at 1.8 m height above F.F.L with width of 10 cm each and spacing 15 cm inclusive, with 100W LED luminaire (with brackets) of 10 yrs <u>warranty</u> complete with materials, equipment, workmanship, accessories & all requirements. includes all works as per drawings and the supervisor engineer instructions and after getting approval duly" location of poles as in drawings inclusive of all required wiring aerial between poles and under ground to Project DB or meter. Price includes also Supply, install foundation of the lighting Poles (6m pole) of includes excavation (depth of 2.6m below G.L) backfill (95% compaction) ready mix concrete 25Mpa (0.8x0.8x1.6m) Steel rebar (8 dia 16mm & ties 5 dia 10mm) fy 420 Mpa Anchor bolts (4x25mm) and baseplate (min. 20 mm thick) As per design drawings inclusive complete with materials, equipment, workmanship, accessories & all requirements. All works must be as per drawings and the supervisor engineer instructions and after getting approval duly"</p>	no.	9			0.00
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Total Price USD (Carried forward to Summary of Prices) <input type="checkbox"/>					0.00
1.3 PROVISIONAL ITEMS					
A	Management Fee				
a1	Provisional Amount: <i>Only to be claimed only upon UNDP's written instructions</i>	Lot	1	2,000.00	2,000.00
Total Price USD (Carried forward to Summary of Prices) ➔					2,000.00

1.4 SUMMARY OF PRICES

Totals brought forward from "Breakdown of Prices"

1.3.3	GRAND TOTAL OF PRICES (USD)	
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Drawings

Attached herewith

PROJECT ACTIVITY (WORK) SCHEDULE

#	Activity / Description	Dates		Duration in Months from Contract Award									
		Start	Complete	1	2	3	4	5	6	7	8	9	10
1.													
2.													
3.													
4.													
5.													
6.													
7.													
8.													
9.													
10.													

Authorized Signature: *[In full and initials]*

Date: *[Day/Month/Year]*

Company
Stamp

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.