



REQUEST FOR QUOTATION (RFQ)

	DATE: February 5 th October 2017
	REFERENCE: RFQ 016/TLS/2017 Purchase of 2 (Two) Unit 4x4 Ambulance for SAR-ZEESM and 1 (One) Station Wagon for Universal Postal Union/UPU.

Dear Sir / Madam:

We kindly request you to submit your quotation for **“Supply and Delivery of 2 Unit Ambulance and 1 Unit 4x4 Station Wagon”** 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 **COB Wednesday, 18 October 2017** and via *courier mail, email or hand delivery* to the address below:

United Nations Development Programme
UN House, Caicoli Street, P.O Box 558 Dili, Timor-Leste
Attn: Mr. Claudio Providas, Country Director
Submission by e-mail: bids.tp@undp.org

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]	DAP – UNDP Timor-Leste
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> UNDP
Exact Address/es of Delivery Location/s	UN House, Caicoli Street, Dili
Latest Expected Delivery Date and Time	Max. 45-60 calendar days from the acceptance of Purchase Order from UNDP Timor-Leste
Delivery Schedule	Required
Preferred Currency of Quotation	U.S. Dollar
Value Added Tax on Price Quotation	Must be exclusive of VAT and other applicable indirect taxes

Deadline for the Submission of Quotation	Wednesday, 18 October 2017, 17:00 hours, local time
Payment Terms	<input checked="" type="checkbox"/> 100% within 30 days upon UNDP's acceptance of the goods delivered as specified and receipt of invoice
Warranty	Minimum 24 months or 100.000 km
Service	Availability of authorized service in Timor-Leste (pls indicate the local dealer)
Conditions for Release of Payment	<input checked="" type="checkbox"/> Inspection upon delivery at destination <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements and conformity with all product specification
All documentations, including catalogs, instructions and operating manuals, shall be in this language	English
Documents to be submitted	<ul style="list-style-type: none"> • Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; • Catalogue with indicated item • Latest Business Registration and Tax Certificate
Period of Validity of Quotes starting the Submission Date	90 days
Partial Quotes	Allowed – see Lot number
Payment Terms	100% upon complete delivery of goods
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest priced quote <input checked="" type="checkbox"/> Quality Inspection and Testing Certificates for the goods to be supplied; <input checked="" type="checkbox"/> Acceptability of the Transportation/Delivery Schedule;
UNDP will award to:	One or more Suppliers
Type of Contract to be Signed	Purchase order
Special conditions of Contract	Cancellation of PO/Contract if the delivery/completion is delayed by 15 calendar days.
Annexes to this RFQ	<p>Specifications of the Goods Required (Annex 1) Form for Submission of Quotation (Annex 2) General Terms and Conditions / Special Conditions (Annex 3).</p> <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</p>
Contact Person for Inquiries (Written inquiries only)	Procurement.staff.tp@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/procurement/protest.shtml>.

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,



Diana Lina Bernardo
Operations Manager, UNDP

Detailed Specifications

Item	Name and Description of Item	Quantity	Delivery Date
Lot 1	<p>Supply and Delivery of 4x4 Ambulance (Land Cruiser Hardtop 78 Series or Equivalent)</p> <p>Year of Manufacturing: minimum 2016 Vehicle body: Full body Vehicle Color: white Wheel location: Vehicle must have right hand driving (RHD) wheel Power Steering hydraulic Protective cushion (airbags) in the driver's cab minimum 2 Engine capacity: Minimum 2.0 Engine nominal power: Minimum 125 hp Fuel Type: Diesel Fuel tank capacity: not less than 80 Lt Minimum 5 manual Transmission Gear Rear salon length: from 3 m Rear salon width: Not less than 1.7 m, width between the rear wheel arches at least 1.35 meters The height of the rear cabin (from floor): not less 1.8 m Side door width of the patient's booth (From the opposite side of the steering wheel), with glass (opening / closing function) not less 1.1 m Rear door Height: not less 1.5 m The width of the rear doorway: not less 1.3 m Rear door type: 2 (two) aside open door Tires type: Minimum R 16 diameter tires* Patient cabin's each doors should be provided with support device, to prevent the arbitrary closing of the door Storage battery: 2 (two) pieces or more 80 Ampère Thermal insulation set Front and Rear salons heating / cooling system Front and Rear salons sliding window with dividing partition (window should have a lock with fixator) Height not less than 35 cm, width not less than 1 m. (Front and rear saloon must have a full body construction) Permissible 15% deviation Ceiling and wall coating (Heat, sound and hydro insulation) Extinguisher (Car) set Floor (antibacterial) water resistant insulation set Rear doors with semi-transparent covers glass. Rear door should have installed steps (level), so that Med- Staff did not find it difficult to access from the back door Rear Glass with semi-transparent covers Handle stick on entire length of rear cabin ceiling (solid construction) Infusion system hanger, (Built-in ceiling or hanging-on) Number of seats in front cabin (including the driver) minimum 3 (Three)</p>	2 (two)	<i>45-60 days after PO acceptance</i>

	<p>Oxygen cylinders mounting accessories set Cabinets, shelves, store boxes, hooks ** Chairs and Seats in the rear cabin for med-personnel: Minimum 2 (two) seats with folding chair, in parallel to the stretcher, with safety belts Doctor's rotating seat with handles (turn around 90 degrees both sides), with safety belt, placed parallel to the stretcher, at top part of the stretcher Folding chair seat (Seat backrest will on the Salons partition, Not less than 0.4 m wide) with safety belt</p> <p>Electrical equipment One unit flashing signal on the roof (with side illumination) Two units on front bumper, 2 units on both sides and 2 units at the back. With "LED" technology - blue-white diode matrix, total number of diodes at least 600 units, side- light, airtight performance, LED control system. Loudspeaker system at least 150 watts, Power output 115 DB, "loudspeaker" built-in flashlights with the resistance at least 6 ohm hermetic performance, nine standard regimens of voice, power supply constant electricity 12 volt, remote control integrated with flashing signal. Ambulances vehicle relevant ceiling lighting with white color light (for possibility of good observation patient's vital signs: skin color, eye pupil reflex, etc.) Spot lights in ceiling (for stretcher): Minimum 2 12-220 voltage inverter (not less than 2 KWT) Back run headlight Back run voice signal 220 volt outlet: Minimum 4 12 volt outlet: Minimum 2 Outside outlet for 220 voltage supply internal operation, with protective sheet and connecting cable 15 meters. Rear saloon ventilation</p> <p>Immobilizer Utilities Stretcher with receiver device, for adults. With its lower stand and rooms for immobilization shield (so called stretcher);, with folding tires (locking device on wheels), with their guides, at least three belt for patient, Load capacity 160 kg; Mattress dimensions: no less than 55 cm X200 cm X85 cm (width, length, height), inaccuracy ± 5 cm; Weight: not more than 40 kg Stretcher infusion tripod (set on / set off function) Spare Stretcher, (Folding, with an opportunity to get seat shape, with tires, wheel locks) comfortably fixed, not to create discomfort to the patient Immobilization shield (Patient safety belts at least 3 sets, head fixator) The minimum length 1.70 m.</p> <p>Medical Equipment and Supplies Ventilator for adults and children (IPPV, SIMV, CPAP, BIPAP, PEEP mode) from PEEP 0 to no less than 20 mBar (cmH₂O), with battery (DC12v and AC220v charging device). Multiple flow sensor, the basic and a spare countour at least 1.5 m length, (countour with test lung and face mask) brand new, color display, not less 100mm X 50mm(width,</p>		
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<p>height), wall mounting, with central pipe of the oxygen, temperature range at least from minus18 c to plus50 c ,</p> <p>the oxygen concentration from 40% to 100% , storage battery at least 4 hours working time, charging time 5 hours, must have a certificate of ISO</p> <p>Patient monitor, color display, with wall or shelf mounting device, (ECG, NIBP, SpO2, T, R, P), ECG channels: I, II, III, aVR, aVL, aVF, V, Equipped with a set of electrodes, transportation battery (12W and 220W Charging device),</p> <p>storage working duration at least 5 hours. ISO Certificate existence</p> <p>External biphasic Defibrillator, output energy levels from 5 to 360 J with adult and pediatric integrated pedals ("paddles"), battery, color display, ECG, SpO2, P index, external pacing , battery operation time in full charge at least 300 min. ISO Certificate existence, clip with charger device installed on the wall</p> <p>Infusion Pump, with big volume, with battery</p> <p>Infusion Pump, 2 syringes (20 ml, 50 ml), battery</p> <p>Aspirator with 1 liter jar or more, at least 3 mode of pumping, battery, pump tube length at least 1.5 meters, the negative pressure indicator</p> <p>Medical bag (Laryngoscope with set of straight and curved blades, ambulance bag, oxygen container 0.5 l with reducer, Medicines and medical goods storage)</p> <p>Oxygen Device: oxygen distribution with flowmeter, Oxygen Moisture glass, Oxygen outlet 3-4 (DIN 25 standard)</p> <p>Oxygen cylinder with reducer (volume 10 L) minimum 2</p> <p>Additional features: (if any, please specify)</p>		
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Lot 2	1 Unit 4x4 Station Wagon	
	Length	4705mm
	Width	1840mm
	Height	1850mm
	Wheelbase	2750 mm
	Seating Capacity	7Person
	Displacement	2982cc
	Fuel Type	Diesel
	Max Power	169 bhp @ 3600 RPM
	Max Torque	343 Nm @ 1400 RPM
	Mileage (ARAI)	11.9kmpl Fuel credit card offersAd
	Alternate Fuel	Not Applicable
	Transmission Type	Manual
	No of gears	5Gears
	Drive train	4WD / AWD
	Air Conditioner	Automatic Climate Control
	Power Windows	Front & Rear
	Central Locking	Remote
	Anti-Lock Braking System (ABS)	Yes
	Airbags	2 (Driver & Co-Driver)
	Seat Upholstery	Leather

	Front Tyres	265 / 65 R17 View all tyres
	Rear Tyres	265 / 65 R17
	Ground clearance	220 min
	Kerb weight	2000kg
	Capacity	
	Doors	5 Doors
	Seating Capacity	7 Person
	No of Seating Rows	3 Rows
	Fuel Tank Capacity	80 litres
	Engine & Transmission	
	Engine Type	4 cylinder Inline diesel engine
	Valve/Cylinder (Configuration)	4, DOHC
	Displacement	2982 cc
	Mileage (ARAI)	11.9 kmpl
	Turbocharger/Supercharger	Turbocharged
	Drive train	4WD / AWD
	Dual Clutch	No
	Sport Mode	No
	Alternate Fuel	Not Applicable
	Cylinders	4, Inline
	Fuel Type	Diesel
	Max Power (bhp@rpm)	169 bhp @ 3600 RPM
	Max Torque (Nm@rpm)	343 Nm @ 1400 RPM
	Turbocharger Type	Variable Geometry
	No of gears	5 Gears
	Transmission Type	Automatic
	Manual Shifting for Automatic	No
	Driving Modes	No
	Engine Start-Stop Function	No
	Suspensions, Brakes & Steering	
	Suspension Front	double wishbone front axle
	Suspension Rear	four link with lateral rod
	Front Brake Type	Disc
	Rear Brake Type	Drum
	Minimum Turning Radius	5.9 metres
	Steering Type	Power assisted (Hydraulic)
	Wheels	Alloy Wheels
	Spare Wheel	Alloy
	Front Tyres	265 / 65 R17 View all tyres
	Rear Tyres	265 / 65 R17

	Safety	
	Airbags	2 (Driver & Co-Driver)

	Dual-Stage Airbags	No
	Middle rear three-point seatbelt	No
	Middle Rear Head Rest	Yes
	Tyre Pressure Monitoring System (TPMS)	No
	Child Seat Anchor Points	No
	Seat Belt Warning	Yes

	Braking & Traction	
	Anti-Lock Braking System (ABS)	Yes
	Electronic Brake-force Distribution (EBD)	Yes
	Brake Assist (BA)	Yes
	Electronic Stability Program (ESP)	Yes
	Hill Hold Control	No
	Traction Control System (TC/TCS)	No
	Hill Descent Control	No
	Limited Slip Differential (LSD)	No
	Differential Lock	No

	Locks & Security	
	Engine immobilizer	Yes
	Central Locking	Remote
	Speed Sensing Door Lock	No
	Child Safety Lock	Yes

	Comfort & Convenience	
	Air Conditioner	Automatic Climate Control
	Rear AC	Blower
	12V Power Outlets	1
	Steering Adjustment	Tilt & Telescopic
	Keyless Start/ Button Start	No
	Headlight off and Ignition Key Off Reminder	Yes
	Cruise Control	No
	Parking Sensors	Rear
	Parking Assist	Reverse Camera with Guidance
	Anti-glare Mirrors	Manual - Internal Only
	Vanity Mirrors on Sun Visors	Co-Driver Only
	Heater	Yes
	Cabin-Boot Access	No

	Seats & Upholstery	
	Seat Upholstery	Leather
	Leather-wrapped Steering Wheel	Yes
	Leather-wrapped Gear Knob	Yes
	Driver Seat Adjustment	Manual with Height Adjustment & right-hand driver position

	Head-rests	Front & Rear
	Front Passenger Seat Adjustment	Manual
	Lumbar Support	No
	Adjustable Lumbar Support	No
	Driver Armrest	No
	Rear Passenger Seats	Bench
	Rear Passenger Adjustable seats	Manual
	3rd Row Seats	Bench
	3rd Row Seat Adjustment	Manual
	Ventilated Seats	No
	Ventilated Seat Type	No
	Interiors	Single Tone
	Rear Armrest	Yes
	Folding Rear Seat	Full
	Split Rear Seat	No
	Split Third Row Seat	60:40 split
	Front Seat Pockets	Yes
	Adjustable Head-rests	Front & Rear
	Electrically Adjustable Headrests	No

	Storage	
	Cup Holders	Front & Rear
	Driver Armrest Storage	Yes
	Cooled Glove Box	No
	Sunglass Holder	No
	Third Row Cup Holders	Yes

	Doors, Windows, Mirrors & Wipers	
	One Touch -Down	Driver
	One Touch - Up	Driver
	Power Windows	Front & Rear
	Outside Rear View Mirrors (ORVMs)	Body Coloured
	Adjustable ORVM	Electrically Adjustable & Retractable
	Turn Indicators on ORVM	Yes
	Rear Defogger	No
	Rear Wiper	Yes
	Exterior Door Handles	Chrome
	Interior Door Handles	Chrome
	Rain-sensing Wipers	Yes
	Door Pockets	Front & Rear
	Door Blinds	No
	Rear Window Blind	No
	Boot-lid Opener	Internal with Remote

Sunroof / Moon roof	No
Roof rails	Yes
Roof Mounted Antenna	No
Body-Colored Bumpers	Yes
Chrome Finish Exhaust pipe	No
Body Kit	No
Rub - Strips	No

Lighting	
Cornering Headlights	No
Headlamps	Projector with Xenon
Automatic Head Lamps	Yes
Follow me home headlamps	No
Daytime Running Lights	No
Fog Lamps	Front
Tail Lamps	LED
Cabin Lamps	Front and Rear
Headlight Height Adjuster	Yes
Glove Box Lamp	No
Lights on Vanity Mirrors	No
Rear Reading Lamp	No

Instrument Cluster	Analog
Trip Meter	Electronic 1 Trip
Average Fuel Consumption	Yes
Average Speed	No
Distance to Empty	Yes
Clock	Digital
Low Fuel Level Warning	Yes
Door Ajar Warning	Yes
Adjustable Cluster Brightness	Yes
Gear Indicator	No
Shift Indicator	No
Heads Up Display (HUD)	No
Tachometer	Analog
Instantaneous Consumption	Yes

Entertainment, Information & Communication	
Integrated (in-dash) Music System	Yes
Head Unit Size	2 Din
Display	Touch-screen Display
Display Screen for Rear Passengers	No
GPS Navigation System	No
Speakers	6

USB Compatibility	Yes
Aux Compatibility	Yes
Bluetooth Compatibility	Phone
MP3 Playback	Yes
CD Player	Yes
DVD Playback	Yes
AM/FM Radio	Yes
iPod Compatibility	No
Internal Hard-drive	No
Steering mounted controls	Yes
Voice Command	Yes

- Two front and left front doors are inscribed on the East Timor post office emblem – see picture below:



Donated by UPU

- Car color : ORANGE



Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION

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. _____:

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

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
1	4x4 Ambulance	2	45-60 days upon acceptance of PO		
2	4x4 Station Wagon	1	45-60 days upon acceptance of PO		
	Total Prices of Goods				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				

TABLE 2 : Estimated Operating Costs (if applicable)

List of Consumable Item/s (Include fast moving parts, if any)	Estimated Average Consumption	Unit of Measure	Unit Price	Total Price per Item

TABLE 3 : Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our quote are as follows :	Your Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Delivery Lead Time			
Warranty and After-Sales Requirements			
Other requirements [pls. specify]			

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]



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

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.

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.

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.

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:

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.

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

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

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.

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.

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.