

# **REQUEST FOR QUOTATION**

NAME & ADDRESS OF	DATE: 4 July 2018			
FIRM	REFERENCE: RFQ/039/18 - Procurement of agro- meteorologic			
	equipment with weather forecast service and soil photometric			
	analyses system.			

Dear Sir / Madam:

We kindly request you to submit your quotation for **Procurement of agro meteorological equipment with weather forecast service and soil photometric analyses system** for the pilot inclusive business project to provide farmers timely and relevant information to let them to be informed and prepared on upcoming short-term weather extremes and undertake proactive measures to minimize potential loss, 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 18:00 Tashkent time (GMT +5) July 18, 2018 via ⊠ e-mail or courier mail to the address below:

# United Nations Development Programme 4, Taras Shevchenko Street, Tashkent city, 100029, Republic of Uzbekistan UNDP CO, Procurement Unit

[insert fax number and email address]**E-version of your quotation must be sent to bids.uz@undp.org**Your questions regarding the tender must be sent in writing to pu.uz@undp.org

Your quotations must be submitted to the above-mentioned address in sealed envelope with the following marking on envelope:

# "TO: UNDP Uzbekistan ATTENTION: PROCUREMENT UNIT

<u>SEALED QUATATION ref:</u> RFQ/039/18 - Procurement of agro- meteorological equipment with weather forecast service.

PROPOSER: [NAME AND ADDRESS OF YOUR COMPANY]"

Quotations submitted by email must be limited to a maximum of 5 MB, virus-free and no more than 3 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected. The following must be on the subject of email with your quotation to be sent to <a href="mailto:bids.uz@undp.org">bids.uz@undp.org</a>:

# Subject: "RFQ/039/18 Procurement of agro meteorological equipment with weather forecast service and soil photometric analyses system" 1

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	For international Vendors: CIP Tashkent Airport		
[INCOTERMS 2010]	• For Uzbekistan based Vendors: the goods must be delivered to the		
	address: 4, Amir Temur avenue, Tashkent – UNDP Project office.		

 $<sup>^{</sup>m 1}$  Email submission that will not contain this subject or without reference to subject tender will not be opened and will be declined

Customs clearance, if	⊠UNDP				
needed, shall be done by:					
Exact Address/es of Delivery	For international Vendors: CIP Tashkent Airport				
Location/s.	For Uzbekistan based Vendors: 4, Amir Temur avenue, Tashkent –				
	UNDP Project office.				
UNDP Preferred Freight	N/A				
Forwarder, if any					
Distribution of shipping	For International suppliers the cargo shall come to the name of UNDP CO				
documents	Uzbekistan.				
	If goods are supposed to be exported to the end user it shall be followed				
	with invoice (2 originals), packing list (2 originals), certificate of origin				
	(original) with other quality confirmation documents if required. Also, all				
	documents required under INCOTERMS 2010.				
Latest Expected Delivery	As soon as possible but no later than sixty (60) calendar days from the				
Date and Time	day of signature of the Purchase Order (PO) by both parties <sup>2</sup>				
Delivery Schedule	⊠ Not Required				
Packing Requirements	As per standards				
Mode of Transport					
Preferred Currency of Quotation	☐ Foreign suppliers - United States Dollars				
<u>'</u>	For local vendors - Local Currency: Uzbek Soums (UZS).				
Value Added Tax on Price Quotation	✓ Must be exclusive of VAT and other applicable indirect taxes.				
After-sales services required					
Arter sales services required	Instruction on application of warranty conditions in case of emergency is a				
	must.				
	☐ Brand new replacement if Purchased Unit is beyond repair during 1				
	month after delivery.				
	☐ Technical support. Distance (online) technical support shall be provided				
	during one year from the time of delivery excluding when warranty				
	conditions are applied.				
Deadline for the Submission	18:00, July 18, 2018 of Tashkent time (GMT+5)				
of Quotation					
All documentations, including	⊠ English and/or				
catalogs, instructions and operating/user manuals, shall	☐ Russian (preferable)				
be in this language					
Documents to be submitted	☐ Duly Accomplished Form as provided in Annex 2, and in accordance with				
	the list of requirements in Annex 1				
	☐ Declaration of owners' interest in other companies using form provided				
	in Part 2 of Annex 2				
	☑ Company's profile with detailed information (name of the company,				
	address, contact details etc.) using form provided in Part 3 of Annex 2				
	☐ Contact details (email, telephone, website) of clients whom the bidder				
	supplied machinery and/or equipment in the last 3 years using form				
	provided in Part 4 of Annex 2				
	☐ A statement whether any import or export licenses are required in				
	respect of the goods to be purchased including any restrictions on the				

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 $<sup>^{2}</sup>$  If delivery time exceeds this, quote may be rejected by UNDP

	country of origin, use/dual use nature of goods or services, including and disposition to end users <sup>3</sup>
	☑ Manufacturer's Authorization Letter issued in favour of the bidder allowing selling their product to UNDP (if Supplier is not the manufacturer). The same document must demonstrate that the manufacturer takes an obligation to reserve required quantity of goods offered by the bidder for the tender should the bidder selected
	☐ Copy of Quality Certificates (ISO 9001 or other quality certificate issued by internationally recognized certification body) for offered product
	✓ Verified copy of the latest valid business registration certificate of the Offeror's company <sup>4</sup>
	<ul> <li>☑ Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division l3ist or other UN Ineligibility List</li> <li>Failure to provide any of above listed document will serve as a ground for</li> </ul>
	disqualifying an offeror from the tender.
List of documents to be requested by UNDP additionally from the three	<ul> <li>         ⊠ (a) Verified by third party (tax agency or other authorized body) copy of Financial Reports for the last two years     </li> <li>OR</li> </ul>
lowest priced bid Offerors <sup>5</sup>	(b) a bank statement from Offeror's bank, issued not less than 30 days prior the bid submission or quotation date, that Offeror has available or has access to liquid assets (asset that can be readily converted to cash), to meet the obligations/supply cash flow for the contract of not less 3than Offeror's bid value.
Period of Validity of Quotes	⊠ 60 days
starting the Submission Date	In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	☑ Not permitted. Incomplete quotations will be rejected.
Payment Terms	<b>ID Local Supplier (Company registered in Uzbekistan) in Uzbek Soums:</b> ■
	15% prepayment of the contract price upon its signing by both parties; 85% final payment will be paid by bank transfer to the Supplier's account upon delivery and signing of the certificate of acceptance by UNDP;
	<b>In Example 2 In Example 2 In Example 3 In Example 3 In Example 3 In Example 4 In Example 4 In Example 4 In Example 5 In Example 5 In Example 6 In Example 7 In Example 6 In Example 7 In E</b>
	in US Dollars:  100% payment will be by bank transfer to the Supplier's account after delivery and acceptance of goods by UNDP.
Liquidated Damages	□ 0,5% of total contract amount for every day of delay, up to a maximum
	15% of the contact amount
	☐ Termination of the Purchase Order/contract if delay exceeds 30 calendar days
Evaluation Criteria	☐ Technical responsiveness/Full compliance to requirements and lowest price
	<ul> <li>✓ Strong financial position: (a) <u>Liquidity ratio for the last two years not less</u></li> <li><u>than 1 if financial statements are presented</u></li> <li><u>OR</u></li> </ul>
L	<u> </u>

 $<sup>^{3}</sup>$  Mandatory for the supply of imported goods

<sup>&</sup>lt;sup>4</sup> Verified by the signature of the authorized Offeror's representative and Offeror's company stamp/seal <sup>5</sup> Non-provision of any of additionally requested documents provided in this section will serve as a ground for disqualification of the Offer

•	(b) Confirmation from bank on financial strength of the Offeror as per					
	requirement outlined above					
	☐ Full acceptance of the PO/Contract General Terms and Conditions					
	□ At least 2 contracts for supply of machinery and/or equipment					
	successfully performed in the last 2 years.					
	years.					
	Availability of Manufacturer's Authorization of the Company as a Sales					
	Agent (if Supplier is not the manufacturer)					
	☑ Availability of the Quality Certificate (ISO 9001 or other quality certificate					
	issued by internationally recognized certification bodies) for offered					
	product					
	□ Comprehensiveness of after-sales services:					
	i. Warranty on Parts and Labor for minimum period of 12					
	months					
	ii. Technical Support					
	iii. Provision of Service Unit when pulled out for maintenance/					
	repair					
	☑ Demonstrated availability of a permanent office reachable via landline					
LINDD will account to	telephone and permanent staff of at least 5 persons					
UNDP will award to:	☐ One and only one supplier.					
Type of Contract to be Signed	□ Purchase Order     □     □					
	☑ Contract Face Sheet (Goods and-or Services) UNDP					
Special conditions of Contract	☐ Cancellation of PO/Contract if the delivery/completion is delayed by 30					
	calendar days from the latest delivery time set above.					
Conditions for Release of	□ Passing all Testing     □ Passing all Testing all Testing     □ Passing all Testing all Testing     □ Passing all Testing all Testing all Testing     □ Passing all Testing all Testi					
Payment	I IXI Mritton Accontance of Goods based on tull compliance with DEO					
	☑ Written Acceptance of Goods based on full compliance with RFQ					
	requirements.					
Annexes to this RFQ	requirements.  ⊠ Specifications of the Goods Required (Annex 1)					
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	☑ Physical inspection of the bidder's plant, factory, branches or other
	places where business transpires, with or without notice to the bidder
Other	Offers submitted by two (2) or more Offerors shall all be rejected if they are
	found to have any of the following:
	a) they have at least one controlling partner, director or shareholder in common; or
	b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
	c) they have the same legal representative for purposes of this RFQ; or
	d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Offer of, another Offeror regarding this RFQ process;
	e) they are subcontractors to each other's Offer, or a subcontractor to one Offer also submits another Proposal under its name as lead Offeror; or
	f) an expert proposed to be in the team of one Offeror participates in more than one Offer received for this RFQ process. This condition does not apply to subcontractors being included in more than one Offer.

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 indicated above - <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>.

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: <a href="http://www.un.org/depts/ptd/pdf/conduct\_english.pdf">http://www.un.org/depts/ptd/pdf/conduct\_english.pdf</a>

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Procurement Unit UNDP in Uzbekistan

# **Technical Specifications**

tem	Description / Specifications of Goods Quant							
1	A set of agro-meteorological equipment							
	Application: To collect, process and display the agro-meteorological data and provide timely information about optimal irrigation mode (i.e. when irrigation shall be started and							
	ended) available through internet data base and via SMS service.							
	<ul> <li>1.1. Central programable datalogger:</li> <li>Electrical specifications are valid over -40°C to + 60°C.</li> </ul>							
	<ul> <li>System power requirements: voltage: 9.6 to 16 Vdc internal rechargeable battery; external solar panel (12-20V) with reverse polarity protected and, stainless steel mounting post (tower).</li> <li>Supports analog I/O.</li> </ul>							
	<ul> <li>Supports digital</li> </ul>	I/O.						
		RS232 or 485 interfa	ices					
	Supports SDI-12							
		GPRS protocol via GS	SM/GPRS moder	n:				
	• •	s extendable facility	•	•				
		•	•	n-resistant, indoor and				
	outdoor use.	wateringin, aust						
		ght dust-tight corr	nsinn-resistant i	indoor and outdoor use.				
	1.2. Sensors to be atta							
	requirements:	ched to data logg	ger with follow	ing initiation technical				
	Sensors	Range	Accuracy,	Resolution, not worse				
		nange	not worse	than				
			than:					
	Air temperature;	-40 °C to +80 °C	± 0,5 °C	0,1 °C				
	Relative humidity;	0% to 100 %	± 3%	± 1%				
	Rainfall (rain gauge);	0,2 mm/h to unlimited	±5%	0.2 mm				
	Wind speed;	0 - 40 m/s	± 2%	0,5 m/s				
	Wind direction;	0° do 359°	±4°	0,1°				
	Solar radiation;	0 to 1,750 W/m <sup>2</sup>	± 5%	0,1 W/m <sup>2</sup>				
	Air pressure sensor	800-1100 hPa	± 0.3 hPa	0.1 hPa				
	1.3. Soil Moisture multiple sensors monitoring Probe that has no or negligible influence of EC (sensors spaced each 10 cm, not less than 9 sensors):  Probe length:  Not less 90 cm  Number of sensors:  Not less 9							
	Technology used:	C	apacitance (FDR)					
	Re-programmable: Moisture (VWC) range:	0	es even dry to saturat					
	Moisture (VWC): not worse than 1:10000  Resolution: Salinity (VIC): not worse than 1:6000  Temperature: not worse than 0.3 °C							
	Moisture precision: Not worse than ±0.03% Vol							
	Moisture precision:							
	·		ot worse than +20	<sup>0</sup> C at 25 <sup>o</sup> C				
	Temperature accuracy: Operating temperature:	N	ot worse than $\pm 2^{\circ}$	<sup>0</sup> C at 25 <sup>0</sup> C				

# 1.4. Tensiometers (15, 30, 60 and 90 cm) including external tensiometer Interface with 4 tensiometer connectors for pressure transducers and tensiometer sensor head with pressure transducer:

Ceramic cap used for most soil types

Operating suction

Operating temperature:

O °C to +50°C

Pressure transducer:

accuracy Not worse than ±2% Resolution Not worse than 0.1 kPa

A set of agro-meteorological equipment must have the following characteristics:

- Operated both manually (PC and Notebook) and transfer measuring weather data wireless to a safe internet database by remote communication (GPRS and/or GSM by integrated SIM card) in real time;
- The database should provide the user a password-secured access to check the
  weather historical data in graphics and tables, including transfer of all data to
  EXCEL, from any Internet access point, including from free APPs for the mobile
  platforms on Android and IOS Apple;
- Include early warning/alert functions and send information via SMS or other
  messaging system (user configurable via website) for certain weather or soil
  conditions that are exceeded the set-up threshold like soil water content, wilting
  point, frost, rain, temperature extremes;
- Seamless interface with necessary software package, display and backlight, data memory, and support other decision support systems (DSS) like weather forecast and calculated parameters of dew point and evapotranspiration ration, and irrigation management;
- Data logger and data base interface supportive software must support Russian or English language (preferable is Russian).

# In addition:

- Localized weather forecast service (model) and type of subscription (at least 12 months) is required.
  - Calculate the detailed weather forecasts for at least 5 days ahead on an hourly basis;
  - Improve the weather forecast accuracy when use the local station data;
  - Electronic weather service delivering site-specific weather forecast information in an easy-to-read tabular or graphical form via web on an hourly basis, including the effects of local climate, topography and soil cover;
  - The interface must support Russian or English languages (preferable is Russian).
- The equipment must have warranty for minimum period of at least 12 months. Instruction on application of warranty conditions in case of emergency is a must.
- Distance (online) technical support shall be provided during one year from the time of delivery excluding when warranty conditions are applied.
- On-site installation and seminar/training on operating and maintenance of the weather equipment, weather forecast models in Karakalpakstan for specialists of partner organizations (up to 15 people) is required.
- The equipment must be supplied with soil moisture multiple sensors monitoring probe Installation & extraction tools kit (1 set):
  Installation:
  - Tripod with screw pins (plastic)
  - Tapered auger with dimension suites to probe's one -1 piece

Extraction: Extraction handle with chain

2

2	2. Manual soil moisture	e probe				2 (two)
	Technology used:	•	OR (Frequency Domair	Reflectometry)		set
	Sensor housing:	m wi	ainless steel tube with easuring unit ith length 1000 mm; & sertion depth.			
	Sensor:	x temperature; 1 x soi om the insertion tip	l moisture placed	at 5-10 cm away		
	Soil moisture measuren	nent: Ur Mo Re	Unit: Vol %  Measuring range: 0 – 99.9 %  Resolution: 0.1%  Accuracy: ± 5% from measured value  Unit: °C  Measuring range: 0°C to +60°C  Resolution: 0.1°C  Accuracy: ± 0.5°C			
	Temperature measuren	M Re				
	Technical data:					
	Splash-proof housing Yes					
	Working tem	perature: 0°	0°C to +40°C			
	<ul><li>Display:</li></ul>		Yes9 V battery or battery package Not worse than 2 s for moisture and temperature			
	Battery:					
	<ul> <li>Measuring tire</li> </ul>	IIIC.	Not less than 3000 measured values			
	<ul> <li>Data memory</li> </ul>	y: En	nglish, Russian			
	<ul><li>Languages:</li></ul>					
3						
	1	-				1 (one)
i i	Technical data requiremen	ts				1 (one)
	Technical data requiremen	ts	soil, substrate, wate	er and leaf analys	es	1 (one)
		ts		er and leaf analys	es	1 (one)
	Application	its	soil, substrate, wate			1 (one)
	Application Wavelength range	its	soil, substrate, wate 320 – 1100 nm			1 (one)
	Application Wavelength range		soil, substrate, wate 320 – 1100 nm Not worse than ± 1.	5 nm (wavelengt		1 (one)
	Application Wavelength range Wavelength accuracy Wavelength reproducibilit Wavelength calibration		soil, substrate, wate 320 – 1100 nm Not worse than ± 1. 900 nm) Not worse than ± 0. automatic	5 nm (wavelengt 1 nm		1 (one)
	Application Wavelength range Wavelength accuracy Wavelength reproducibilit Wavelength calibration Beam height		soil, substrate, water 320 – 1100 nm  Not worse than ± 1. 900 nm)  Not worse than ± 0. automatic  Not worse than 10 n	5 nm (wavelengt 1 nm nm		1 (one)
	Application Wavelength range Wavelength accuracy Wavelength reproducibilit Wavelength calibration Beam height Display touchscreen		soil, substrate, water 320 – 1100 nm  Not worse than ± 1. 900 nm)  Not worse than ± 0. automatic  Not worse than 10 n 800 x 480 pxl or bet	5 nm (wavelengt 1 nm nm ter	h range 340 –	1 (one)
	Application Wavelength range Wavelength accuracy Wavelength reproducibilit Wavelength calibration Beam height		soil, substrate, water 320 – 1100 nm  Not worse than ± 1. 900 nm)  Not worse than ± 0. automatic  Not worse than 10 m 800 x 480 pxl or bet Not less than 2000 m	5 nm (wavelengt 1 nm nm ter	h range 340 –	1 (one)
	Application Wavelength range Wavelength accuracy Wavelength reproducibilit Wavelength calibration Beam height Display touchscreen Data storage		soil, substrate, water 320 – 1100 nm  Not worse than ± 1. 900 nm)  Not worse than ± 0. automatic  Not worse than 10 nr  800 x 480 pxl or betrograms	5 nm (wavelengt 1 nm nm ter measurement dat	h range 340 –	1 (one)
	Application Wavelength range Wavelength accuracy Wavelength reproducibilit Wavelength calibration Beam height Display touchscreen Data storage Outputs		soil, substrate, water 320 – 1100 nm  Not worse than ± 1. 900 nm)  Not worse than ± 0. automatic  Not worse than 10 n 800 x 480 pxl or bet Not less than 2000 n programs  USB type A, USB type	5 nm (wavelengt 1 nm nm ter measurement dat	h range 340 –	1 (one)
	Application Wavelength range Wavelength accuracy Wavelength reproducibilit Wavelength calibration Beam height Display touchscreen Data storage Outputs Operating conditions		soil, substrate, water 320 – 1100 nm  Not worse than ± 1. 900 nm)  Not worse than ± 0. automatic  Not worse than 10 n 800 x 480 pxl or bet Not less than 2000 n programs  USB type A, USB type Not worse than: +10	5 nm (wavelengt 1 nm nm ter measurement dat	h range 340 –	1 (one)
	Application Wavelength range Wavelength accuracy Wavelength reproducibilit Wavelength calibration Beam height Display touchscreen Data storage Outputs Operating conditions Manual languages		soil, substrate, water 320 – 1100 nm  Not worse than ± 1. 900 nm)  Not worse than ± 0. automatic  Not worse than 10 nr 800 x 480 pxl or betromore than 2000 nr programs  USB type A, USB type Not worse than: +10 nr Russian or English	5 nm (wavelengt) 1 nm ter measurement dat be B, Ethernet 0 °C – 40 °C, 80%	h range 340 –	1 (one)
	Application Wavelength range Wavelength accuracy Wavelength reproducibilit Wavelength calibration Beam height Display touchscreen Data storage Outputs Operating conditions Manual languages Power supply	ty	soil, substrate, water 320 – 1100 nm  Not worse than ± 1. 900 nm)  Not worse than ± 0. automatic  Not worse than 10 n 800 x 480 pxl or bet Not less than 2000 n programs  USB type A, USB type Not worse than: +10 Russian or English 110 to 240V; 50/600	5 nm (wavelengt) 1 nm nm ter measurement dat tee B, Ethernet 0 °C – 40 °C, 80%	ta and 100 users	
	Application Wavelength range Wavelength accuracy Wavelength reproducibilit Wavelength calibration Beam height Display touchscreen Data storage Outputs Operating conditions Manual languages Power supply  3.1 Extraction case (con	ntains all ec	soil, substrate, water 320 – 1100 nm  Not worse than ± 1. 900 nm)  Not worse than ± 0. automatic  Not worse than 10 n 800 x 480 pxl or bet Not less than 2000 n programs  USB type A, USB type Not worse than: +10 Russian or English 110 to 240V; 50/600	5 nm (wavelengt) 1 nm  ter measurement date be B, Ethernet 0 °C – 40 °C, 80%  Hz y for soil diges	ta and 100 users	1 (one)
	Application Wavelength range Wavelength accuracy Wavelength reproducibilit Wavelength calibration Beam height Display touchscreen Data storage Outputs Operating conditions Manual languages Power supply  3.1 Extraction case (colbalance, sieve, funnels, for	ntains all ec	soil, substrate, water 320 – 1100 nm  Not worse than ± 1. 900 nm)  Not worse than ± 0. automatic  Not worse than 10 n 800 x 480 pxl or bet Not less than 2000 n programs  USB type A, USB type Not worse than: +10 Russian or English 110 to 240V; 50/600	5 nm (wavelengt) 1 nm  ter measurement date be B, Ethernet 0 °C – 40 °C, 80%  Hz y for soil diges	ta and 100 users	1
	Application Wavelength range Wavelength accuracy Wavelength reproducibilit Wavelength calibration Beam height Display touchscreen Data storage Outputs Operating conditions Manual languages Power supply 3.1 Extraction case (collaboration) ca	ntains all ecolded filter p	soil, substrate, water 320 – 1100 nm  Not worse than ± 1. 900 nm)  Not worse than ± 0. automatic  Not worse than 10 n 800 x 480 pxl or bet Not less than 2000 n programs  USB type A, USB type Not worse than: +10 Russian or English 110 to 240V; 50/600 quipment necessary sapers, extraction co	5 nm (wavelengt) 1 nm  nm ter measurement dat be B, Ethernet 0 °C – 40 °C, 80%  Hz y for soil diges oncentrate etc.)	ta and 100 users humidity tions, e.g. solar	
	Application Wavelength range Wavelength accuracy Wavelength reproducibilit Wavelength calibration Beam height Display touchscreen Data storage Outputs Operating conditions Manual languages Power supply 3.1 Extraction case (cobalance, sieve, funnels, for account of the company	ntains all ecolded filter p	soil, substrate, water 320 – 1100 nm  Not worse than ± 1. 900 nm)  Not worse than ± 0. automatic  Not worse than 10 n 800 x 480 pxl or bet Not less than 2000 n programs  USB type A, USB type Not worse than: +10 Russian or English 110 to 240V; 50/600 quipment necessary papers, extraction co	5 nm (wavelengt) 1 nm  ter measurement date be B, Ethernet 0 °C – 40 °C, 80%  Hz y for soil diges pncentrate etc.)  Ammonium	ta and 100 users humidity tions, e.g. solar	1
	Application Wavelength range Wavelength accuracy Wavelength reproducibilit Wavelength calibration Beam height Display touchscreen Data storage Outputs Operating conditions Manual languages Power supply 3.1 Extraction case (cobalance, sieve, funnels, for sieve, funne	ntains all ecolded filter p	soil, substrate, water 320 – 1100 nm  Not worse than ± 1. 900 nm)  Not worse than ± 0. automatic  Not worse than 10 n 800 x 480 pxl or beter 10 programs  USB type A, USB type 10 programs  USB type A, USB type 110 to 240V; 50/600 programs  uppers, extraction compares, extraction compares, extraction compares, extraction compares 110 to 240V; 50/600 programs	5 nm (wavelengt) 1 nm  nm ter measurement dat be B, Ethernet 0 °C – 40 °C, 80%  Hz y for soil diges oncentrate etc.)	ta and 100 users humidity tions, e.g. solar	1

	Potassium	Calcium	Sulphate	Carbonate	
Element	K <sub>2</sub> O	Ca	SO <sub>4</sub>	CO <sub>3</sub>	
Measuring range	8-50 mg/l	5-100 mg/l	40-150 mg/l	55-550 mg/l	
Pack content	24	25	25	25	
	Chloride	Iron	Zinc	Magnesium	
Element	Cl	Fe	Zn	Mg	
Measuring range	1-70 mg/l	0.2-6 mg/l	0.2-6 mg/l	0.5-50 mg/l	
Pack content	48	25	25	25	
<b>3.3 Software</b> to fast and flexible fertilizing management based on measuring results of the soil analysis.					1
3.4 Training on laboratory analytics: informative training on plant nutrition with					
practical part, including demonstration of the soil analyses system capacities and					
interpretation of measurement results.					

# FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>6</sup>

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>7</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 Reference No. RFQ/039/2018:

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

Item	Description/Specification of Goods and	Quantity	Latest	Unit Price	Total Price per
No.	Services		Delivery	(currency	Item (currency
			Date	)	)
1	A set of agro-meteorological equipment	2 sets			
	with required sensors and functions as				
	described in Annex 1, Technical				
	Specifications				
1.1	Localized weather forecast service	2 (for each			
	(model) and type of subscription (at	agro- meteorological			
	least 12 months)	equipment)			
1.2	On-site installation and	2			
	seminar/training on operating and				
	maintenance of the weather				
	equipment, weather forecast models in				
	Karakalpakstan for specialists of				
	partner organizations (up to 15 people).				
1.3	Soil moisture multiple sensors	1 set			
	monitoring probe Installation &				
	extraction tools kit (1 set)				
2	Manual soil moisture probe as	2 sets			
	described in Annex 1, Technical				
	Specifications	4			
3	Soil photometric analyses system as	1 set			
	described in Annex 1, Technical Specifications				
3.1	Training on laboratory analytics:	1			
3.1	informative training on plant nutrition	1			
	with practical part, including				
	demonstration of the soil analyses				
	system capacities and interpretation of				
	measurement results.				
	Total Prices of Goods <sup>8</sup> (CIP Tashkent)				
	Add: Cost of Transportation				
	Add: Cost of Insurance				
	Add: Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotat				
	Estimated weight/volume/dimension of t				

<sup>&</sup>lt;sup>6</sup> This serves as a guide to the Supplier in preparing the quotation and price schedule.

<sup>&</sup>lt;sup>7</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

<sup>&</sup>lt;sup>8</sup> Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

Country/ies Of Origin <sup>9</sup> :	
Country/les of Origin .	1

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

Other Information pertaining to our Quotation	Your Responses			
are as follows:	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal	
Delivery Lead Time (as soon as possible but no				
later than sixty (60) calendar days from the day				
of signature of the Purchase Order (PO) by both				
parties).				
Warranty and After-Sales Requirements				
<ul> <li>a) Standard manufacturer's warranty for minimum period of 12 months. Instruction on application of warranty conditions in case of emergency is a must.</li> <li>b) Technical support. Distance (online)</li> </ul>				
technical support shall be provided during one year from the time of delivery excluding when warranty conditions are applied.				
c) On-site installation and seminar/training on operating and maintenance of the meteorological equipment, weather forecast model in Karakalpakstan for specialists of partner organizations (up to 15 people). Latest delivery date: no later than twenty (20) calendar days from the day of delivery and acceptance of stations by UNDP.				
d) Brand new replacement if Purchased Unit is beyond repair during 1 month after delivery.				
e) Training on laboratory analytics: informative training on plant nutrition with practical part, including demonstration of the soil analyses system capacities and interpretation of measurement results.				
All documentations, including catalogs, instructions and operating/user manuals shall				
be in English and Russian (preferred) languages.				
Validity of Quotation (60 days)				
Payment terms				
Copy of valid certificate of quality/conformity for the goods (ISO 9001 certificate or equivalent certificate issued by recognized international body)				
Acceptance of All Provisions of the UNDP General Terms and Conditions				

<sup>9</sup> If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.

TABLE 3: Table of technical compliance of the offered goods<sup>10</sup>

Item	Description / Specifications of Goods (offered)					
			of the offered god	<u>ods</u>	Quantity	
Item 1	A set of agro-meteorological Application: To collect, process a timely information about optime and ended) available through in (yes/no);  1.1. Central programable data    • Model:  • Manufacturer:  • Country of origin:  • Electrical specificati    • System power requivoltage:  • Internal rechargeable (12-20V) with revere (tower) (yes/no)  • Supports analog I/C    • Supports digital I/O    • Supports SDI-12 into    • Supports sensors exercity (yes/no)  • Datalogger case: was sensors exercity (yes/no)	A set of agro-meteorological equipment plication: To collect, process and display the agro-meteorological data and provide nely information about optimal irrigation mode (i.e. when irrigation shall be started dended) available through internet data base and via SMS service.  (yes/no)  Central programable datalogger:  Model:  Manufacturer:  Country of origin:  Electrical specifications are valid°C to +°C  System power requirements: voltage:toVdc internal rechargeable battery(yes/no); external solar panel (12-20V) with reverse polarity protected and, stainless steel mounting post (tower)(yes/no);  Supports analog I/O(yes/no);  Supports digital I/O(yes/no);  Supports SDI-12 interface(yes/no);  Supports GSM/GPRS protocol via GSM/GPRS modem(yes/no);  Supports sensors extendable facility (multiplexer or other)(yes/no);				
	Sensors to be attached to data logger with following minimum technical requirements:    Model:     Manufacturer:     Country of origin:     Sensors   Range   Accuracy, not worse than:   Resolution, not worse than     Cto					

 $<sup>^{10}</sup>$  Please fill-in the following table based on the technical characteristics of the equipment offered by you against the required specifications in Annex 1.

Wind direction (°);	0 m/s	±%	m/s	
	0° do°	±°	•	
Solar radiation (W/m <sup>2)</sup> ;	0 to W/m²	±%	W/m <sup>2</sup>	
Air pressure sensor (hPa)	 hPa	± hPa	hPa	
Model: Manufacturer: Country of origin: Probe length: Number of sensors: Technology used: Re-programmable: Moisture (VWC) range:  Moisture precision:		Moisture (VWC): Salinity (VIC): not Temperature: no Not worse than ±		
Temperature accuracy:		Not worse than ±0C at 250C		
Operating temperature:		- °C to °C		
with 4 tensiometer connector: head with pressure transduce Model: Manufacturer: Country of origin:	r:		and the second of	
	oes	Yes/No		
Ceramic cap used for most soil typ				
Ceramic cap used for most soil typ		kPa		
Operating suction Operating temperature:				
Operating suction Operating temperature: Pressure transducer:		kPa °C to +°C	%	
Operating suction Operating temperature:		kPa °C to +°C Not worse than ±_ Not worse than	kPa	

	memory, and support othe and calculated parametouring irrigation management	e interface supportive software must support Russian or	
	months) is required	led weather forecasts for at least 5 days ahead on an hourly; ler forecast accuracy when use the local station; ler forecast information tabular or graphical form via web on an hourly basis, lets of local climate, topography and soil; lets of local climate, topography and soil	2
2	2. Manual soil moisture probe  Model: Manufacturer: Country of origin:	-	2 (two) set
	Technology used:  Sensor housing:  Sensor:  Soil moisture measurement:	Stainless steel tube with handle and attachment for measuring unit with length 1000 mm; Ø 20mm; 100 mm markings for the insertion depth <u>Yes/No</u> .  1 x temperature; 1 x soil moisture placed at 5-10 cm away from the insertion tip <u>Yes/No</u> Unit: Vol %	
		Measuring range: %  Resolution: %  Accuracy: ± % from measured value	

Temperature m	Me Re	nit: °C easuring range:° esolution:°C ecuracy: ±°C	°C to +°C		
<ul><li>Work</li><li>Displa</li><li>Batte</li><li>Meas</li><li>Data</li></ul>	h-proof housinging temperature:ay:9 \\ ry: \\ uring time: \\ No	Yes/No  _°C to +°C  Yes/No  / battery or battery pot worse than 2 s for reference than 3	moisture and tem		
3. Soil photomer  Model:	acy	soil, substrate, wate analyses <u>Yes/Ne</u> nm Not worse than ± 900 nm) Not worse than ± Automatic <u>Yes</u>	nm (waveleng	gth range 340 –	1 (one)
Beam height Display touchscree Data storage  Outputs Operating condition Manual languages Power supply	ons	Not worse thanx pxl of Not less than users programs  USB type A, USB ty Not worse than: + Russian or English to V;	or better _ measurement da		
3.1 Extraction cas	<b>e</b> (contains all equip	ment necessary fo	r soil digestions,	-	1
3.2 Set of cuvette  Model:  Manufacturer:  Country of origin:	s test		72	,	1
	Nitrate	Nitrate	Ammonium	Phosphate	
Element  Measuring range	NO <sub>3</sub> -N mg/l	NO <sub>3</sub> -N	NH4-N mg/I	P2O5 mg/l	
Pack content					
	Potassium	Calcium	Sulphate	Carbonate	
Flement	K₂O	Ca	SO <sub>4</sub>	CO2	1

	Measuring range	 mg/l	mg/l	mg/l	mg/l	
	Pack content	0,				
		Chloride	Iron	Zinc	Magnesium	
	Element	Cl	Fe	Zn	Mg	
	Measuring range	 mg/l	mg/l	mg/l	mg/l	
	Pack content					
•	3.3 Software to fast and	flexible fertilizin	g management	based on measu	ring results of	1
	the soil analysis. <u>Yes/No</u>					
	3.4 Training on laboratory analytics: informative training on plant nutrition with					
	practical part, including demonstration of the soil analyses system capacities and					
	interpretation of measurement results. <u>Yes/No</u>					

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

We hereby declare of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.

[Name and Signature of the Supplier's Authorized Person] [Designation] [Date]

#### **PART 2: DECLARATION OF INTEREST**

Dear Sir/Madam,		
We/I,	(Name and Title), as shareholder(s)/owner(s) of	Company, declare that:

- a) Have no financial and other interests in, association or relationship with, are not employed and do not have relatives (i.e. spouse, parents, children or siblings) employed by the United Nations Development Programme (UNDP) or the Government of Uzbekistan that announced the RFQ; and do not have access to information about, or influence on the selection process for this RFQ
- b) Have no common controlling partner, director, shareholder, legal representative for the purposes of this RFQ with any other entity submitting its Quotation under this RFQ; are not subcontracting or are subcontractors to other entities for the purposes of this RFQ; and that the experts proposed in the team do not participate in more than one Quotation for this RFQ
- c) Are not involved in activities that could have an impact on the objectivity and independence of the Contractor's team in carrying out its duties under the contract or can affect the image of the United Nations and the Government of Uzbekistan.

We certify that the information stated is true, correct and complete to the best of our knowledge and belief. We are obliged to comply with all requests for additional information, documentation, clarification and/or verification concerning the Declaration of Interest statement.

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]

# **PART 3: COMPANY PROFILE**

1. Offeror's Legal Name [insert Bidder's legal name]						
2. In case of Joint Venture (JV), legal name of each party: [insert legal name of each party in JV]						
3. Actual or intended Country/ies of Registration/Operation: [insert actual or intended Country of Registration]						
4. Year of Registration in its Location	: [insert Bidder's year of registratio	on]				
5. Countries of Operation  6. No. of permanent staff in each Country  7. Years of Operation in each Country						
8. Legal Address/es in Country/ies o	Registration/Operation <sup>11</sup> : [insert	Bidder's legal address in country of registration]				
9. Value and Description of Top two (2) Biggest Contracts for the past three (3) years						
10. Latest Credit Rating (Score and Source, if any)						
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.						
12. Offeror's Authorized Representative Information						
Name: [insert Authorized Representative's name]						
Address: [insert Authorized Representative's Address]						
Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]						
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? ☐ YES or ☐ NO						

[Name and Signature of the Supplier's Authorized Person] [Designation] [Date]

19

<sup>&</sup>lt;sup>11</sup> You must specify address of permanent office, landline telephone numbers

# PART 4: EXPERIENCE IN SIMILAR NATURE\*

Name of the good supplied	Delivery period (month, year)	Amount of the contract	Client (Name, contact person, telephone, email)

<sup>\* -</sup> At least 2 contracts for the supply of machinery and/or equipment is must

[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 <u>Force Majeure</u>), 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.