



REQUEST FOR QUOTATION (RFQ) (Goods)

DESCRIPTION: Supply of police uniforms for Police Patrol Units of the Ministry of Interior, Libya under the Policing and Security Joint Programme (PSJP)	DATE: August 1, 2018
	REFERENCE: RFQ/LBY/ PSJP /2018/051

Dear Sir / Madam:

We kindly request you to submit your quotation for the uniforms for police patrol units, 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 16 August 2018, 14.00 hours Tripoli, Libya time, ref. www.greenwichmeantime.com, and via email: tenders.ly@undp.org or hand delivered to the address below:

United Nations Development Programme
Libya Country Office
Palm City Residence, unit 228
Sidi Abduljaleel, Janzour Area, Tripoli, Libya

Quotations submitted by email must be limited to a maximum of 05 MB. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by 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)	DAP (offloaded) Ministry of Interior facilities, Tripoli, Libya (Incoterms 2010). Partial/split deliveries are not accepted, unless specifically requested by UNDP.
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Exact Address/es of Delivery Location/s (identify all, if multiple)	Ministry of Interior facilities, Tripoli, Libya
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	60 days from the issuance of the Purchase Order (PO)
Delivery Schedule	<input checked="" type="checkbox"/> Required
Packing Requirements	<p>Supplier has to ensure that the delivered items are not tempered with and remain intact while receiving the delivery of goods.</p> <p>Supplier must consider that transport will be by air and followed by in-land road transportation in adverse road conditions. Hence, packing shall comply with corresponding requirements.</p>
Mode of Transport	Air Freight or Land transportation
Preferred Currency of Quotation	<p>United States Dollars</p> <p>Local suppliers must have banking account outside of Libya in order to receive payments in USD.</p>
Value Added Tax on Price Quotation	Must be exclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	<p>Date: 16 August 2018</p> <p>Time: 14.00 hours Tripoli, Libya time, ref. www.greenwichmeantime.com</p>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	English
Documents to be submitted	<ol style="list-style-type: none"> 1. Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; 2. Quality Certificates (ISO, etc.) , where applicable; 3. Latest Business Registration Certificate ; 4. List and value of similar contract performed in past, plus client's contact details who may be contacted for further information on those contracts. 4. Latest Internal Revenue Certificate / Tax Clearance; 5. Authorization to represent manufacturer: all main manufacturers' authorizations in relation to items listed in Annex 1 should be included. Supplier must be an authorized seller/reseller/service provider for the products offered, and shall expressly warrant its status in the Offer; 6. Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied ; 7. 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	60 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	Not permitted
Payment Terms	100% upon complete delivery of goods and receipt of invoice and supporting documentation.
Liquidated Damages	Will be imposed under the following conditions: Percentage of contract price per day of delay:0.5% per calendar day Max. limit of delay:10% of the total PO value
Evaluation Criteria	1. Technical responsiveness/Full compliance to requirements and lowest price 2. Full acceptance of the PO/Contract General Terms and Conditions 3. Earliest Delivery / Shortest Lead Time
Provision of Samples	Technically compliant and lowest offerors will be contacted to provide samples of offered products. The cost of shipping will be covered by UNDP Libya. Samples will have to be delivered via express courier.
UNDP will award to:	One and only one supplier
Type of Contract to be Signed	Purchase Order
Special conditions of Contract	Cancellation of PO/Contract if the delivery/completion is delayed by 30 days
Conditions for Release of Payment	Written Acceptance of Goods based on full compliance with RFQ requirements

Annexes to this RFQ	1. Specifications of the Goods Required (Annex 1) 2. Form for Submission of Quotation (Annex 2) 3. General Terms and Conditions / Special Conditions (Annex 3). Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only)	UNDP Libya Procurement Unit at procurement.ly@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. **In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:


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

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

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

Thank you and we look forward to receiving your quotation.


Sincerely yours,

A handwritten signature in black ink, appearing to be 'MS' or similar, followed by a horizontal line.

Mohammed Salih,
Programme Coordinator
UNDP Libya



02/08/18/

Technical Specifications

Items to be Supplied*	Size (EU Size)	Quantity	Description / Specifications of Goods	Proposed specifications
Beret	48	300	Style: Police Beret with Leather Base surround Fabric: Contents: 100% Mohair Wool Color: Black 	
	50	400		
	52	400		
	54	200		
	56	200		
Shirt	S	218	Style: Dress uniform shirt, seven (7) button placket front, banded collar, placket front, two (2) patch pockets, rounded flaps with hook & loop or button closure, pencil	
	M	217		
	L	500		
	XL	400		
	XXL	130		



	XXL	35	<p>opening in left flap, epaulets, long sleeve.</p> <p>Fabric: Contents: Contents: 65% Dacron® polyester, 35% cotton Construction: Warp = 106, Filling = 50 Yarns: 26 singles Weave: Poplin Weight: 7.1 ozs./lin.yd. 4.25 ozs/sq. yd. Dying: High pressure jet dyed Finish: Soil release</p> <p>Color: Light Blue</p> <p>Front: There shall be a full separate placket on the left front, 1 ½" wide, sewn on, having one buttonhole on the collar stand and buttonholes on the front spaced 3 ½" apart. The right front shall be plain with a minimum turned back facing of 1 ¼". There shall be no raw edge on this facing. 19 ligne buttons shall be attached to the right with corresponding buttonholes on the placket. There shall be an extra button at the bottom of the right front</p> <p>Pockets: There shall be two (2) patch pockets. They shall be 5 ½" wide with mitered corners and 6 ½" high (finished with flap). The flap shall be 5 ½" wide, rounded type. The flap shall finish clean underneath. The sides shall be 2 ½" high and the center shall be 2 ¾" high. There shall be a 1" wide pencil opening in the left flap to correspond with the sewn in pencil compartment in the left pocket. Top stitching shall be 1/32" on all sides of the pockets and flaps with a double needle stitch spaced ¼" at the top of the flaps. There shall be a stitched buttonhole and 19 ligne buttons, both on the flap. The flaps shall close with a hook and loop or button closure. This shall identically match the color of the shirt.</p>	
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			<p>Collar: There shall be a banded collar. The points shall be 3 ¼" long. There shall be permanent collar stays. The interlining shall be woven polyester or canvas. The collar shall be topstitched ¼" from the edge and shall close with a 19 ligne button.</p> <p>Sleeves: Sleeves shall be common length with sewn hem and no rough edges showing</p> <p>Yoke and Back: There shall be a two (2) piece yoke, stitched and turned. Yoke shall be 3 ¼" below the collar seam in back.</p> <p>Epaulets: There shall be two (2) "X" stitched epaulets made of two plies of self-material with a button closure. These shall be interlined with woven polyester or canvas material. The pointed end shall finish ½" from the neck seam. They shall measure 1 ¾" wide at the shoulder seam and taper to 1 ½" by the button, and then come to a point.</p> <p>Buttons: Shall be first grade, pearlescent plastic, 4-hole, 19 ligne, dyed to match the shirt color.</p> <p>Seaming: Sleeves, side seams and armhole shall be overlock safety stitched. All remaining seams shall be single needle stitching not less than 12-14 stitches per inch. Bottom hem of shirttail shall be a continuous machine hem.</p> <p>Thread: All thread shall be color fast, polyester core, two ply. This shall identically match the fabric color.</p> <p>Interlinings: Collar, collar band, placket front, cuffs, pocket flaps and epaulets shall be interlined with 100% woven polyester taffeta or canvas.</p>	
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			<p>Finishing: This garment shall be finished in a first class workmanlike manner with all loose threads removed. The omission or apparent omission of any wording or specifications shall mean that only the highest quality industry standards shall be used on all fabric and component parts including labor. Where there may be a discrepancy between the standard sample and the written specification, the detail of the standard sample shall prevail.</p> <p>Packaging and Folding: Shirts will be professionally pressed and folded. Each shirt will be individually packed in a plastic bag and placed in boxes according to size. Each shirt box will be clearly labeled with the product style number, color and size</p> <p>Labels: All labels will be permanent to withstand repeated cleanings for the life of the garment. The following labels shall be applied. There shall be a label clearly showing the fabric contents, laundering instructions and garment size.</p> 	
Trouser	44	200		
	46	300		
	48	300		
	50	200		
	52	200		
	54	100		
	56	100		
	58	100		

			<p>Style: Uniform trouser, three pockets, zipper fly front, 5 belt loops, 2" waistband, Snugtex (male), Ban Rol.</p> <p>Fabric: Contents: 100% Dacron® polyester or polyester/cotton mix, wrinkle resistant</p> <p>Construction: Warp = 64, Filling = 54</p> <p>Yarns: Fine, multi-filament, air jet textured, octalobal (reduces glitter)</p> <p>Weave: 2x1 fine line twill</p> <p>Elongation: two way stretch: 11% warp, 14% fill</p> <p>Weight: 11-11 ½ ozs./lin.yd. 6.8 ozs./sq. yd.</p> <p>Tear strength: Warp = 16 lbs., Fill = 14 lbs.</p> <p>Tensile strength: Warp = 100+ lbs., Fill = 100+ lbs.</p> <p>Dying: High-pressure jet dyed</p> <p>Finish: Soil release</p> <p>Color: Dark blue</p> <p>Pockets: There shall be two (2) front quarter top styled pockets. The swing type pocket bag shall be 7 ½" deep. The pocket shall angle forward 1 ½ to 1 ¾" at the top. The pocket facing attached to the side seam shall be 2 ¾" wide at the top.</p> <p>There shall be One (1) rear Right hip pockets. It shall be 5 ¼" wide. The Right pocket shall have a button and hole closure. This shall be a Reece, double-welted style pocket. The pocket bag shall be 6" deep.</p> <p>Pocketing: Shall be 50% polyester, 50% cotton, 260-weight drill and shall withstand all pilling for a minimum of 30 wash cycles.</p> <p>Waistband: Shall be approximately 2" wide with Snugtex (male) and Ban Rol. The female trouser shall have a shirred elastic waistband from side seam to side seam around the back. There shall be a</p>	
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			<p>curtain made of the same fabric and color as that of the pocketing. On the outside of the waistband, along the seam where the waistband is joined to the body of the trouser, there shall be a topstitch to secure inside the curtain.</p> <p>Beltloops: There shall be seven (7) beltloops (except 5 on sizes 28-31 male and 6 female). These shall be of shell material and interlined. They shall be bartacked on at the top and turned down over the bartack. There shall be tacked at the bottom. They shall be $\frac{3}{4}$" wide and 2 $\frac{1}{8}$" long to accommodate a 1 $\frac{3}{4}$" wide Garrison style belt. The belt loop at the side seams shall be set to the back of the side seam $\frac{5}{8}$" to facilitate striping of needed.</p> <p>Zipper: Shall be brass and of good commercial quality. Shall withstand all laundering and pressing for the life of the garment. Shall be self-locking style.</p> <p>Inseam: Shall be proportionally graded to average 37" open bottom ready for hemming</p> <p>Seams: Special attention shall be paid to the seam construction: Leg seams: Shall be overlock safety stitched. Sean seam: Shall be double needle sewn with a minimum 2 $\frac{1}{2}$" outlet.</p> <p>Bartacks: There shall be bartacks at the top and bottom of the quarter top pockets, the ends of the hip pockets, the base of the fly and one bartack securing the inside of the right fly to the left fly about 1" above the bottom of the zipper.</p> <p>Thread: All thread shall be color fast, polyester core, two ply. This shall identically match the fabric color.</p>	
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			<p>Finishing: This garment shall be finished in a first class workmanlike manner with all loose threads removed. The omission or apparent omission of any wording or specifications shall mean that only the highest quality industry standards shall be used on all fabric and component parts including labor. Where there may be a discrepancy between the standard sample and the written specification, the detail of the standard sample shall prevail.</p> <p>Labels: All labels will be permanent to withstand repeated cleanings for the life of the garment. The following labels shall be applied. There shall be an additional label clearly showing the fabric contents, laundering instructions and garment size.</p>	
LANYARDS	Adjustable	1500	 <p>Fabric: Polyester Cotton Mix, Lanyard, Police officers, Single lanyard</p> <p>Color: Dark blue</p>	
WORKING SHOES FOR MALE NON-COMMISSIONED OFFICERS	39	3	 <p>Clarino Leather Upper Non-slip and oil resistant outsole Mock welted outsole</p>	
	40	100		
	41	200		
	42	500		
	43	430		
	44	140		
	45	100		
	46	21		
	47	6		

			<p>Waxed laces</p> <p>Removable orthotic innersole</p> <p>Style: Uniform boot, 8 inches, lace type with eight to ten eyelets or lace and zipper combination closure and black laces</p> <p>Fabric: full grain leather upper, synthetic non-slip sole, quarter lined with leather, fungus and sweat resistant line vamp, cushion insoles, full welt throughout, moisture wicking lining</p> <p>Color: Black leather, polish-able</p>	
BELTS FOR OFFICERS	34	225	 <p>Style: Adjustable Clip On Fabric: Nylon, Clip On Color: Black Size: Adjustable</p>	
	36	225		
	38	150		
	40	200		
	42	200		
	44	200		
	46	100		
	48	100		
	50	100		
Socks for male and female Officers	38	500	 <p>Fabric: 70% cotton, 30% nylon, fit to the leg to calf up to under the knee Color: Black</p>	
	40	500		
	42	500		
	44	500		
	46	500		
	48	500		
Utility Belt	34	225	<p>Style: Police Utility Belt, Adjustable. Content: Steel & Plastic Hand Cuffs, Radio, Baton, Torch, Water Bottle Holder, first aid kit. Fabric: 100% Nylon Color: Black</p>	
	36	225		
	38	150		
	40	200		
	42	200		
	44	200		
	46	100		
	48	100		
	50	100		

Note: Photos above just to provide the understanding of the requirement.

In case of absence of items with exact specification indicated below, offeror can propose items with equivalent specification with detailed description and indication of manufacturer.

Name: _____

Functional Title: _____

Address and Mobile Number: _____

Authorized Signature: _____ Date: _____

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery¹)

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/LBY/ PSJP /2018/051**

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	Beret	1500			
2	Shirt	1500			
3	Trouser	1500			
4	Lanyards	1500			
5	Working shoes	1500			
6	Belt	1500			
7	Socks	3000			
8	Utility Belt	1500			
	Total Prices of Goods				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

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

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Time			
Technical data Sheet including brochures and photos			
Estimated weight/volume/dimension of the Consignment:			

¹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Country/ies Of Origin:			
Warranty and After-Sales Requirements			
a) Brand new replacement if Purchased Item is beyond repair			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Provide samples of offered products. The cost of shipping will be covered by UNDP Libya. Samples will have to be delivered via express courier.			

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

Name: _____

Functional Title: _____

Address and Mobile Number: _____

Authorized Signature: _____ Date: _____

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

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

2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

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

5. EXPORT LICENCES

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

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

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

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

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

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

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

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

10. LATE DELIVERY

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

11. ASSIGNMENT AND INSOLVENCY

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

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

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

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

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

16. SETTLEMENT OF DISPUTES

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

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

17. PRIVILEGES AND IMMUNITIES

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

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less

than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.