



REQUEST FOR QUOTATION (RFQ)

	DATE: 04 th December 2018
	REFERENCE: RFQ 019/TLS/2018

Dear Sir / Madam:

We kindly request you to submit your quotation for **MAKERSPACE INVENTORY/ MATERIALS (FOR 3D PRINTER) the speciation's** 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 17:00 (UTC+05:30) Wednesday, 18th December 2018** 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 DILI, 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, Timor-Leste
Latest Expected Delivery Date and Time	Max. 15 calendar days from the acceptance of Purchase Order from UNDP Timor-Leste. Vendor should have ready stock at warehouse.
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 December 2018, 17:30 hours, local time
Payment Terms	<input checked="" type="checkbox"/> 25% within 30 days upon approval of PO and 75% payment (full) upon the delivery of the Makerspace Inventories to UNDP Timor Leste.
Warranty	One month upon the acceptance of the items
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	120 days
Partial Quotes	Not permitted
Payment Terms	25% upon approval of the PO and 75% 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 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 20 calendar days.
Annexes to this RFQ	Specifications of the Goods Required (Annex 1) Form for Submission of Quotation (Annex 2) 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)	procurement.staff.tp@undp.org Any delay in UNDP's response shall not be 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 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 if 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 because 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.

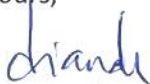
Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about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









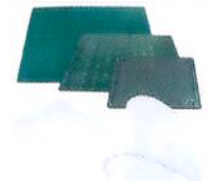

Diana Lina Bernardo
Operations Manager, UNDP













Detailed Specifications

Delivery date within 15 calendar days after PO Acceptance.











No.	Item	Qty		Photo
1	Scotch Vinyl Electrical Tape (Red) Size: 6.1m	1	pcs	
2	Double Sided Foam Tape (Green) Size: 24mm x 1 meter	1	Pcs	
3	Medium size Scissors (pack of 10) Size: 7 Inch (medium)	1	Pack	
4	Small Rubber Bands (Pack) Weight: 230 x Small No.10 Rubber Elastic Bands 1" 30mm x 1.5mm Ideal	2	Pack	
5	Packing Tape CLEAR SCOTCH 3M 2" Size: 48mm x 66m	3	Rolls	
6	2-inch-wide Duct Tape (Blue) Size: 2 Inch x 50 Yards	2	Rolls	
7	2-inch-wide Duct Tape (Peach) Specify size: 2 Inch x 50 Yards	2	Rolls	
8	2-inch-wide Duct Tape (Green) Size: 2 Inch x 50 Yards	2	Rolls	
9	2-inch-wide Duct Tape (Black) Length: 2 Inch x 50 Yards	1	Roll	
10	Clear Cellophane Tape (6pcs/ 1 pack) Size: 3/4 x 36yd	1	Rolls	
11	Mix Colored Board aka impraboard Size: 180cm x 90cm, Material: Thick Plastic 3mm	16	pcs	











No.	Item	Qty		Photo
12	Cable Tie Pack (Coloured Black, Red, Blue, Yellow). <i>Size (small to large – 350pcs)</i> <ul style="list-style-type: none"> 100 x Natural – 100mm x 2.5mm 100 x Coloured (Black, Red, Blue, Yellow) – 100mm x 2.5mm 50 x Natural – 200mm x 2.5mm Cable Ties 50 x Coloured (Black, Red, Blue, Yellow) – 200mm x 2.5mm Cable Ties 50 x Coloured (Black, Red, Blue, Yellow) – 280mm x 3.8mm Cable Ties 	1	Pack	
13	Soldering Lead Roll 0.8mm (unleaded)	5	Roll	 <p>SN60 PB40 kester</p> <p>0.4mm/0.6mm/0.8mm/1.0mm</p>
14	Soldering Paste: 4.2gm	2	Box	
15	Blue Mini Glue Gun (30Pcs Melt) <i>Size: 5.3Inch x 13.5mm</i>	10	unit	
16	Mini Glue Gun Glue Sticks (diameter 0.28" / 70mm)	5	Box	
17	Wire Kit (Single Core) 22 AWG <i>Length: 15M</i>	10	Roll	
18	A3 Size Cutting Mat <i>Made of both hard and soft materials in three-layer constructions</i>	10	pcs	
19	60cm Metal ruler	10	pcs	










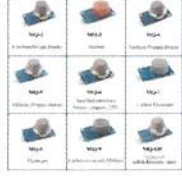
No.	Item	Qty		Photo
20	Double Sided Tape (White). REF: 3M Double-Sided Tape with Dispenser, Permanent, 1/2 X 250 Inches, Clear	10	Roll	
21	Self-Locking Measuring Tape Size: 3.5m/ 12ft	2	pcs	
22	Precision pliers (diagonal cutter) REF: Diagonal Wire Cutting, Side Cutter, 6 inch pliers manual labor chrome vanadium steel (6 inch)	1	pcs	
23	Precision pliers (angled nose) REF: Knipex 48 21 J21 Sb 90 Degree Angled Precision Circlip Plier Multicolour 19	1	pcs	
24	Precision pliers (sharp straight) REF: Sharp Mini Diagonal+Straight Side Cutting Pliers Cable Wire Cutter Repair Hand Tool	1	apcs	
25	Precision pliers (flat straight) REF: India1PK-28 Flat Nose plier Stainless Steel Mirror Toothless Flat Nose Pliers 130mm	1	pcs	
26	Cutting Knives (Box of 10 pcs)	1	Box	
27	5mm LEDs Green	100	pcs	
28	5mm LEDs Blue	100	pcs	
29	5mm LEDs White	100	pcs	
30	5mm LEDs Yellow	100	pcs	
31	5mm LEDs Orange	100	pcs	
32	AA Batteries REF: Panasonic Digital Power AA Alkaline Batteries –	50	pack	





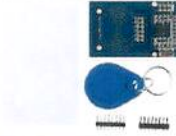






No.	Item	Qty		Photo
	4 pcs per pack			
33	Breadboard 400 pins (Plastic) Size: 80 mm x 53 mm x 8.5 mm	100	pcs	
34	LEDs Red	400	pcs	
35	Colored M-M, M-F, F-F Jumper wire – all sizes (10cm, 20cm & 30cm) • MM: 30 jumpers (10pcs per size) • MF: 30 Jumpers (10pcs per size) • FF: 30 jumpers (10pcs per size)	90	pcs	
36	4GB Micro SD Card	4	pcs	
37	Small speakers (8ohm 0.5W) with amplifier REF: Baosity 10Pcs 30mm 8Ohm 8Ω 0.5w Audio Speaker Stereo Woofer Loudspeaker Trumpet Horn	2	pcs	
38	Crocodile clips with wires REF: Magic Shell 2 Set (10 PCS/Set) 14" Double-ended Alligator Clips Wire Crocodile Clips Cable	10	pcs	
No.	Item	Qty	UoM	Photo
39	60W ceramic electric soldering iron Specs: 110V/220V, 150mm	5	Pcs	
40	3M Multipurpose Spray Adhesive (16.75 oz.) Size: 16.75 Onzas (Medium)	3	bottle	
41	Crafters Choice PVA Craft Glue, 125ml	3	bottle	
42	Tactix Precision Screwdriver (Set of 6 inside a box) Sizes: small to large	2	Set	









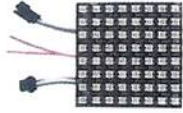
No.	Item	Qty		Photo
43	Digital Calipers (WR100 6-Inch Digital Calipers with Fractions)	1	Pcs	
44	Small limit switch	2	Pcs	
45	3M Sticky Notes Standard Size	10	box	
46	Soldering Sucker <i>REF: Solder Sucker- desoldering pump, size: 2.5 x 1.2 x 7.5 inches</i>	2	pcs	
47	Arduino Uno R3 with USB Standard Cable	75	Set	
48	Stepper motor with Driver Board Specs: open	1	Unit	
49	9 Volt battery (Box of 8)	1	Box	
50	Buzzer with module	75	Unit	
51	LCD with I2C driver	70	Unit	
52	Servo Motor 9G tower Pro	75	unit	

No.	Item	Qty		Photo	
53	Ultrasonic Sensor Hc SR 04 (Dimension: 45mm x 20mm x 15mm)	75	unit		
54	Multimeter REF: AstroAI Digital Multimeter with Ohm Volt Amp and Diode Voltage Tester Meter	1	Unit		
55	DC motor with wheels (3 – 12 V, 70 mA (typical) – 250 mA (max), Wheel Diameter: 66 mm, Wheel Width: 27 mm)	16	pcs		
56	Araldite 5min fast setting Epoxy Glue (epoxy + hardener), Approximately 17ml	2	sets		
No	Part Details	Qty	UoM	Cat	Photos
57	M-M, M-F, F-F Jumper wire <ul style="list-style-type: none">Multiple colours30cm longFemale Sockets at each end	30	pcs	Basic Kit	
58	Buzzer with module (Passive) Voltage: DC 3.3-5V PCB Size: 3.1 x 1.3cm/1.2" x 0.51"(L*W); Materials: PCB, Net Weight: 3g Package Content: 5 x Passive Buzzer Alarm Module	75	Unit	Output	
59	Active buzzer module (blue colour) (5 pcs Active Buzzer Module 3.3V-5V with Cable)	1	Unit	Output	
60	Servo Motor 9G tower Pro	75	Unit	Basic Kit	
61	Trimmers multiple Values (Box) REF: 10Values 500 ohm to 1M ohm Carbon Film Horizontal Trimpot Pot Potentiometer Assortment Kit Variable Resistor with Plastic Box	1	Unit	Basic Kit	
62	RGB Led (box of 50) REF: 50 pcs 5mm 4 pin RGB Diffused Multicolor Common Cathode LED for Arduino DIY	1	Unit	Basic Kit	

No.	Item	Qty			Photo
63	Bluetooth HC 05 REF: HiLetgo HC-05 6 Pin Wireless Bluetooth RF Transceiver Module Serial BT Module for Arduino	4	Unit	Communication	
64	Flex Sensor REF: Adafruit Short Flex/Bend Sensor [ADA1070]	2	Unit	Health	
65	Heartrate Sensors REF: Baosity Heart Rate Pulse Sensor Pulsesensor Detector Module For Arduino Raspberry Pi	2	Unit	Health	
66	Triple Axis Magnetometer / Accelerometer REF: TOOGOO(R) HMC5883L Power supply:3V-5V Triple Axis Compass Magnetometer Sensor Module	4	Unit	Sensors	
67	PIR Motion Sensor (Box of 5) REF: Gowoops 5PCS HC-SR501 Adjust Ir Pyroelectric Infrared PIR Humen Motion Sensor Detector Modules for Arduino UNO R3 Mega 2560 Nano	1	Unit	Sensors	
68	8*8 LED Matrix Module 7219 max REF: SainSmart MAX7219 Red LED Dot Matrix Display Module MCU Control DIY Kit for Arduino	5	Unit	Output	
69	9 Volt battery (Box of 8)	5	Box	Power	
70	9-volt battery plugs with DC Jack (Box of 5)	10	Box	Power	
71	Capacitive touch (box of 5)	2	Box	Sensors	
72	Color Recog Module (box of 2)	2	Box	Sensors	

No.	Item	Qty			Photo
73	DHT 22 module REF: DHT22/AM2302 Digital Temperature and Humidity Sensor Module Temperature Humidity Monitor Sensor Replace SHT11 SHT15 for Arduino Electronic Practice DIY	5	Pcs	Sensors	
74	3 - 6v geared Motors (Yellow)	20	pcs	Robotics	
75	IR Sensors (Obstacle Sensors)	5	pcs	Sensors	
76	Joystick Module for Arduino REF: Gikfun JoyStick Breakout Module Shield PS2 Game Controller For Arduino EK1190	5	Pcs	Robotics	
77	L293d Module Motor Drive REF: Kuman L293D Motor Drive Shield Expansion Board For Arduino Duemilanove Mega UNO R3 AVR ATMEL KY58	10	Box	Robotics	
78	Laser Diode module REF: HiLetgo 10pcs 5V 650nm 5mW Red Dot Diode Laser Head Red Laser Diode 6mm Red Laser Diode Laser Head	10	pack	Output	
79	Metal Touch Sensor Module	2	Pcs	Sensors	
80	Touchpad module	1	Pcs		
81	MQ-135 Air Quality Sensor REF: HiLetgo MQ-135 MQ135 Air Quality Sensor Hazardous Gas Detection Module For Arduino AVR	1	pcs	Sensors	
82	Gas Sensors Module (box of 9) REF: Eiechip9PCS/Lot Gas Detection Sensor Module MQ-2 MQ-3 MQ-4 MQ-5 MQ-6 MQ-7 MQ-8 MQ-9 MQ-135 Sensor Module Gas Sensor Starter Kit	1	pcs	Sensors	

No.	Item	Qty			Photo
83	Photosensitive LDR Light Sensor Module (Box of 10)	1	Box	Sensors	
84	Push Button (Box of 50) REF: TWTADE/70pcs Momentary Tactile Push Button Switch 12x12x12mm 4 Pin + 70pcs Switch Cap (Each color 10pcs)	1	Box	Basic Kit	
85	Rain Drop Sensor REF: Snow Raindrops Detection Sensor Module Compatible With Arduino by Atomic Market	5	Set	Sensors	
86	Relay 2 Channel Box of 2	5	Set	output	
87	RF Modules Tx & Rx 315 MHz ASK	5	Set	Communication	
88	RTC module (Box of 4)	4	Box	Sensors	
89	Small Servo Metal Gear REF: Towardpro Digital Servo MG996R High Torque Upgraded from MG995 11kg/55g W/ Metal Gears for 50-90 Class Nitro Airplanes and 26-50cc Gasoline Airplanes	5	Set	robotics	
90	Soil Moisture Sensor (Box of 5)	1	Box	Sensors	
91	MP3 Sound Playback modules REF: Yegoo ISD1820 Sound Voice Audio Mic Recording Playback Module+ Microphone Audio speaker	3	Set	Communication	
92	Stepper motor with Driver Board REF: Uxcell a14112800ux0349 DC 5V Stepper Motor 28BYJ-48 w Drive Module ULN2003 5 Line 4 Phase	5	Set	robotics	
93	Vibrating Motor REF: Coin Flat Vibrating Micro Motor DC 3V 8mm For Pager and Cell Phone Mobile	10	Pcs	Sensors	

No.	Item	Qty			Photo
94	Water Sensor, <i>Features REF:</i> • 5V 2, <20ma, Analog 4、 Width: 40mm×16mm • Temp: 10degree~30degree	3	pcs	Sensors	
95	Temp Sensor <i>REF: RobotDyn - LM35 - Temperature sensor for DIY projects with Arduino, STM, Raspberry Pi</i>	5	Pcs	Sensors	
96	Pressure sensor <i>REF: Force Sensing Resistor, 0.5 Inch, Circle, 1oz-22LB, Flexible</i>	2	Pcs	Sensors	
97	Resistors (Boxes)	1	Unit	Resistor	
98	Extra resistors 100 ohm (strips of 10)	1	Unit	Resistor	
99	Extra resistors 220 ohm (strips of 10)	1	Unit	Resistor	
100	Extra resistors 470 ohm (strips of 10)	1	Unit	Resistor	
101	LCD with I2C driver	70	Unit	Basic Kit	
102	8*8 Flex NeoPixel <i>REF: for Arduino Kuman 8x8 RGB LED Flexible WS2812B 5050 Matrix Dream color Individually Addressable LED Programmable Pixel Display Screen led Panel WS01</i>	3	Unit	Led	

Specification provided by:

Mr.Andreas Tani, Project Manger at Knua Juventude Project

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
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	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]

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.