

REQUEST FOR QUOTATIONS
PROCUREMENT OF DAIRY PRODUCT PROCESSING MACHINERIES
(RFQ - GLED/2016/08)

The UNDP's Governance for Local Economic Development Programme (GLED) will serve as one of UNDP's umbrella delivery programme for strengthening local governance capacities and improving socio-economic opportunities in identified vulnerable regions of the country. Under the GLED project UNDP will support different Producer Groups/organizations to strengthen the capacity, value creation and to connect them with potential buyers. In this connection, one of the proposed beneficiary is currently engaged in production and marketing of dairy products such as fresh milk, curd, yoghurt, milk toffee and other dairy related confectioneries. Since the regional demand for the products from the particular beneficiary is high, further strengthening of its production capabilities, efficiency and quality should be guaranteed with proposed products.

To this effect, UNDP in Sri Lanka invites eligible national or international suppliers specializing in the supply, installation and commissioning of Dairy product processing machineries. These requirements, respective quantities and likely installation locations are as follows; All prospective suppliers are expected to quote for supply of all machineries including installation and commissioning.

Description of Goods	Quantity	Delivery/Installation Location
Machinery - Yoghurt Processing		Ampara, Sri Lanka.
1) Steam Boiler	1	
2) Batch Pasteurizer	1	
3) HTST system	1	
4) High Pressure Homogenizer	1	
5) Mixing tank – 300 L	1	
6) Mixing tank – 100 L	1	
7) Rotary type yoghurt cup filling machine	1	
Machinery - Ice cream processing		
8) Double section Plate Heat Exchanger / Ice Cream Chiller	1	
9) Ice cream aging vat	1	
10) Ice cream flavor mixing tank	1	
11) Continuous Ice cream freezer	1	
Machinery - Milk Toffees and Ghee processing		
12) Jacketed pan	1	
Cleaning Equipment		
13) High pressure water cleaner	1	
14) CIP system	1	
15) Softening plant for boiler feed water	1	
Equipment - Quality Control		

16) Centrifuge for determination of fat content	1	
17) Water bath	1	
18) Hand held pH meter	1	
19) Incubator	1	
20) Autoclave	1	
21) Analytical balance	1	
22) Top loading balance	1	

The technical specifications, price schedule, delivery locations and terms/conditions can be downloaded from www.lk.undp.org (operations>procurement>procurement notices). Any supplier who submits a quotation without conforming to the bidding documents will be considered as technically noncompliant and the offer will be rejected. No partial bid will be accepted. All quotations must be clearly marked with (RFQ - GLED/2016/08) on the top left corner of the envelope. The **deadline** for the submission of the quotations is **02nd September 2016, 2.00pm** and all quotations must be sealed and delivered to the addresses below. **All late** offers will be rejected and returned to the bidder unopened.

Head of Procurement/Administration
United Nations Development Programme
202-204 Bauddhaloka Mawatha
Colombo 07, Sri Lanka.

UNDP reserves the right to accept or reject any quotation. The procurement process will be governed by the rules and regulations of the United Nations Development Programme (UNDP)



**REQUEST FOR QUOTATIONS (RFQ)
PROCUREMENT OF DAIRY PRODUCT PROCESSING MACHINERIES
(RFQ - GLED/2016/08)**

	DATE: August 21, 2016
	REFERENCE: RFQ - GLED/2016/08

Dear Sir / Madam:

We kindly request you to submit your quotation for Procurement of Dairy Product Processing Machineries , as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the requirements indicated in following table.

The deadline for submission of the quotations is 2.00 pm 2nd September 2016 Sri Lanka time and all bids must be sealed and delivered to the address below. All late offers will be rejected and returned to the bidder unopened.

Head of Procurement/Administration
United Nations Development Programme (UNDP)
202-204 Bauddhaloka Mawatha
Colombo 07, Sri Lanka.
procurement.lk@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.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> DDP Sri Lanka, Ampara District (INCOTERM 2010)
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror

Exact Address/es of Delivery Location/s (identify all, if multiple)	Livestock & Dairy Farmers Co-op society Ltd, Eragama Road, Ampara.
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	<input checked="" type="checkbox"/> Supplier to indicate in weeks on Delivery Schedule – Annex 4
Preferred Currency of Quotation	<input checked="" type="checkbox"/> Local Currency : Sri Lankan Rupees
Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of all applicable taxes <ul style="list-style-type: none"> For international/import and supply, all import duty/tax must be included for final price. For local supply, all applicable taxes such as VAT/NBT must be included for final price.
Warranty and After-sales services required	<input checked="" type="checkbox"/> Minimum of one year comprehensive warranty (part-to-part replacement) shall be provided for all the equipment and installation from the date of commissioning. <input type="checkbox"/> Factory test reports of equipment shall be provided upon request. <input checked="" type="checkbox"/> The supplier shall be able to offer a scheduled annual maintenance contract. <input checked="" type="checkbox"/> The support team must be able to attend to site problems within 48 hours of notice from the customer. <input checked="" type="checkbox"/> The supplier should be in receipt of all the product updates issued by the original manufacturer.
Deadline for the Submission of Quotation	02.00pm , <i>Friday, September 02, 2016 and Sri Lanka, Colombo</i>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	1. Documents to accept the offer as responsive: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Business registration <input checked="" type="checkbox"/> Previous local projects and supply reference list and scope <input type="checkbox"/> Authorization from the original equipment manufacturer <input type="checkbox"/> HR and technical staff capacity (Including partners, and joint ventures) supporting commissioning, servicing and maintenance. <input type="checkbox"/> Proof of financial capacity

	<p>2. Documents to be submitted for RFQ evaluation:</p> <p><input checked="" type="checkbox"/> Offer to Comply with Other Conditions and Related Requirements (Annex 2)</p> <p><input checked="" type="checkbox"/> Duly completed Price Schedule – Annex 3</p> <p><input checked="" type="checkbox"/> Delivery Schedule – Annex 4</p> <p><input checked="" type="checkbox"/> Technical data sheets, catalogues etc.</p> <p><input checked="" type="checkbox"/> Warranty and After-Sales Information</p>
Period of Validity of Quotes starting the Submission Date	<p><input checked="" type="checkbox"/> 120 days</p> <p>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.</p>
Payment Terms	<input checked="" type="checkbox"/> 30 days Credit
Evaluation Criteria	<p><input checked="" type="checkbox"/> Submission of documents to qualify as a responsive bidder (Refer to 'Documents to be submitted')</p> <p><input checked="" type="checkbox"/> Submission of documents for RFQ evaluation (Refer to 'Documents to be submitted')</p> <p><input checked="" type="checkbox"/> Warranty and After-Sales arrangement</p> <p><input checked="" type="checkbox"/> Price</p>
UNDP will award to:	<input checked="" type="checkbox"/> One supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Conditions for Release of Payment	<p><input checked="" type="checkbox"/> Completion of Installation, commissioning and training at site.</p> <p><input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements</p>
Annexes to this RFQ	<p><input checked="" type="checkbox"/> Technical Specifications (Annex 1)</p> <p><input checked="" type="checkbox"/> Offer to Comply with Other Conditions and Related Requirements (Annex 2)</p> <p><input checked="" type="checkbox"/> Price Schedule (Annex 3)</p> <p><input checked="" type="checkbox"/> Delivery Schedule (Annex 4)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 5).</p> <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</p>
Contact Person for Inquiries	<p>procurement.lk@undp.org</p> <p><i>Head of Procurement/Administration</i></p> <p>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.</p>

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,

Head of Procurement/Administration
United Nations Development Programme (UNDP)
202-204 Bauddhaloka Mawatha
Colombo 07, Sri Lanka.

Annex 1 – Technical Specifications

Machinery - Yoghurt Processing

1) Steam Boiler

Technical Specifications

Purpose:	To supply steam for milk processing plant (UHT, jacketed pan, etc).
Capacity:	500 kg/hr
Type:	Vertical Water Tube
Fuel:	Kerosene or Diesel
Maximum Pressure:	0.8 MPa
Maximum Temperature of Steam:	175 °C
Thermal Efficiency:	90 – 95 %

2) Batch Pasteurizer

Technical Specifications

Purpose:	To pasteurize the milk
Working volume:	500 L
Agitator:	60 -75 rpm
Heat source:	Steam/ hot water
Pasteurization temperature:	60 - 99 °C
Pasteurization time	10 - 30 minutes
Power:	230 V or 440 V 50 Hz
Material:	SS 304 / SS 316
Additional features:	CIP Spray balls Digital temperature display

3) HTST system

Technical Specifications

Purpose:	To pasteurize the milk
Capacity:	300 LPH
Milk feed temperature:	45 - 50 °C
Heat source:	Steam
Pasteurization temperature:	90- 95 °C
Milk outlet temperature:	40 - 45 °C
Holding time:	about 5 minutes
Material:	SS 304 / SS 316
Additional features:	PID control CIP inlet Digital temperature display

4) High Pressure Homogenizer

Technical Specifications

Purpose:	To homogenize the milk, yoghurt, ice cream etc
Capacity:	300 LPH
Product temperature:	60 - 75 °C
Pressure (max) :	200 Bar
Power:	230 V or 440 V 50 Hz
Material:	SS 304 / SS 316
Additional features:	PLC control CIP inlet

5) Mixing tank

Technical Specifications

Purpose:	To mix milk, yoghurt, ice cream etc
Capacity:	300 L
Agitator:	60 -75 rpm
Power:	230 V or 440 V 50 Hz
Material	SS 304 / SS 316
Additional features:	CIP inlet

6) Mixing tank

Technical Specifications

Purpose:	To mix milk for yoghurt and ice cream etc
Capacity:	100 L
Agitator:	60 -75 rpm
Power:	230 V or 440 V 50 Hz
Material:	SS 304 / SS 316
Additional features:	CIP inlet

7) Rotary type yoghurt cup filling machine

Technical Specifications

Purpose:	To fill the milk to yoghurt cups
Capacity:	100 L
Agitator:	60 -75 rpm
Power:	230 V 50 Hz
Material:	SS 304 / SS 316

Machinery - Ice cream processing

8) Double section Plate Heat Exchanger / Ice Cream Chiller

Technical Specifications

Purpose:	To chill the milk from 80°C to 4°C
Capacity:	300 LPH

Material	SS 304 / SS 316
Additional features:	PLC control CIP inlet

9) Ice cream aging vat

Technical Specifications

Purpose:	To age the ice cream
Capacity:	500 L
Agitator:	30 - 40 rpm
Power:	230 V 50 Hz
Material:	SS 304 / SS 316
Accessories:	Refrigeration and controls

10) Ice cream flavor mixing tank

Technical Specifications

Purpose:	To mix the flavours to aged ice cream
Capacity:	500 L
Agitator:	60 -75 rpm
Power:	230 V 50 Hz
Material:	SS 304 / SS 316 double walled, insulated

11) Continuous Ice cream freezer

Technical Specifications

Purpose:	To whip air freeze the ice cream mix
Capacity:	100 LPH
Feed temperature:	2 - 4 °C
Discharge temperature:	0 – (-5)°C
Maximum capacity (expansion rate 100%)	300 L
Power:	230 V 50 Hz
Material	SS 304 / SS 316 double walled, insulated

Machinery - Milk toffees and Ghee processing

12) Jacketed pan

Technical Specifications

Purpose:	To heat up/concentration of milk mixtures
Capacity:	100L
Working Pressure:	0.5MPa
Maximum working temperature:	140°C

Structure:	Steam heating, tilting, three layers: inner layer, jacketed layer and insulation layer with scraping agitator
Agitator:	
Agitator Speed:	36 rpm
Evaporation Capacity:	75 kg/hr
Heat Area:	1.0 m ²
Material of construction:	SS 316/SS 304

Cleaning Equipment

13) High pressure water cleaner

Technical Specifications

Purpose:	To clean the floor, wall and equipment in dairy processing plant
Capacity:	2500 cups (80 mL) per hr
Round cup diameter (max):	95 mm
Round cup height (max):	110 mm
Power supply:	230 V 50 Hz
Pressure air consumption:	0.6 m ³ /min
Water intake:	60 °C (temperature, max)
Cable length (min):	5 m

14) CIP system

Technical Specifications

Purpose:	To clean, Sterilize / Disinfect dairy processing plant
Tank capacity:	1000 L
Cleaning process:	Hot water, acid, alkali cleaning
Material:	SS 304, SS316, Plastic
Fuel:	Electric
Power supply:	230/50 V/Hz
Pump lift (head):	6 m

15) Softening plant for boiler feed water

Technical Specifications

Purpose:	To remove hardness of boiler feed water
Throughput:	500 L/hr
Vessel Volume:	20 – 30 L
Capacity before regeneration	100, 000 -200,000 kg / 1 ° dH
Amount of resin:	15-25 L
Characteristics of Resin	
Type:	Strongly acidic
Matrix:	Polystyrene
Function group:	-SO ₃ ⁻
Ionic form:	Na ⁺

Moisture content :	45-55%
Quality Total Exchange Capacity:	≥4.5mmol/g
Total exchange capacity:	≥1.9 mmol/ml
Defined Shear Rate:	≥90 %
Bulk Density:	0.75-0.85 g/ml
True Density:	1.25-1.30 g/ml
Particle Size Range :	0.315-1.25 mm (≥90%)
Applicable pH:	1-14

Equipment - Quality Control

16) Centrifuge for determination of fat content (Gerber centrifuge)

Technical Specifications

Purpose:	To determine the fat content of milk
Capacity (max) :	8 butyrometer
Centrifugal force	350 g
Speed and setting:	600 - 1100 rpm in increments of 10 rpm
Time and setting	1 – 99 minutes
Power supply:	230 V 50 Hz
Temperature range:	Room temperature – up to 68 °C
Properties:	Automatic interlocking lid Automatic shutdown in case of unbalance

17) Water bath

Technical Specifications

Purpose:	To determine the fat content of milk
Capacity (min):	10 L
Temperature (max)	100 °C
Temperature setting:	In 0.1 °C increment
Accuracy:	± 0.1 °C
Time and setting:	1 – 99 minutes
Power supply:	230 V 50 Hz
Material:	Stainless steel
Accessories:	Stand for minimum 8 butyrometer tubes

18) Hand held pH meter

Technical Specifications

Purpose:	To measure the pH of milk
pH range	-2.00 to 16.00
Resolution & Accuracy	0.01 & ±0.01
No. of Calibration Points	Up to 5 points
pH Buffer Options	USA, NIST
Display	LCD/LED
Power	4 'AAA' x 1.4V batteries or 9VDC power adapter

19) Incubator

Technical Specifications

Purpose:	To maintain conditions for microbial growth of milk
Capacity (min):	30 L
Temperature (max)	30 -70 °C
Temperature setting:	In 0.1 °C increment
Time and setting:	1 minutes to 999 hours
Accuracy:	± 0.1 °C
Power supply:	230 V 50 Hz

20) Autoclave

Technical Specifications

Purpose:	To sterilize microbiology culture media
Capacity (min):	20 L
Temperature (max)	125 °C / 1.4 bar
Power supply:	230 V 50 Hz

21) Analytical balance

Technical Specifications

Maximum capacity:	220 g
Readability	0.1 mg
Repeatability (at nominal load)	0.09 mg (200 g)
Repeatability (at low load)	0.07mg (20g)
Linearity deviation	0.2mg
Working Temperature Range	20 to 40°C
Power	230 V 50 Hz

22) Top loading balance

Technical Specification

Maximum capacity	10,000 g
Readability	0.1 g
Repeatability	0.2 g
Weighing Units	g, lb
Tare Range	To capacity by subtraction

Construction	Static resistant ABS, stainless steel pan cover
Display	Large, easy to read LCD/LED display with backlight
Pan Size	About 10 x 8 inches / 255 x 190 mm
Operating Environment	20 °C to 40 °C Temperature fluctuation ≤ 5 °C / hour Humidity 50% to 85% RH
Power	230 V 50 Hz optional internal rechargeable battery

Annex 2 - 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>
Comply with Technical Specifications (Annex 2 – Technical Specifications)			
<p>Inclusion of price in Sri Lankan Rupees (LKR) DDP Sri Lanka, Ampara (INCOTERM 2010)</p> <p><u>International Supply:</u> Including Supply, Import Tax, Customs Clearance, Local Handling, Transportation, Installation, Commissioning, On-site Training, Warrant, any other tax etc). (Annex 4 – Price Schedule)</p> <p><u>Local Supply:</u> Including Supply, VAT/NBT, Local Handling, Transportation, Installation, Commissioning, On-site Training, Warrant, any other tax etc). (Annex 4 – Price Schedule)</p>			
Indication of delivery times against date of the Purchase Order (Annex 4 – Price Schedule)			
Warranty and After-Sales Requirements			
a) Minimum of one year comprehensive warranty (part-to-part replacement) shall be provided for all the equipment and installation from the date of commissioning.			
b) The supplier shall be able to offer a scheduled annual maintenance contract.			
c) The support team must be able to attend to site problems within 48 hours of notice from the customer.			
d) The supplier should be in receipt of all the product updates issued by the original manufacturer.			
Validity of Quotation for 120 days			
All Provisions of the UNDP General Terms and Conditions			

Submission of documents with the Quotation:			
1. Documents to accept the offer as responsive:			
a) Business registration			
b) Previous local projects and supply reference list and scope			
2. Documents to be submitted for RFQ evaluation:			
a) This document - Annex 2 – Offer to Comply with Other Conditions and Related Requirements			
b) Price Schedule – Annex 3			
c) Delivery Schedule – Annex 4			
d) Technical data sheets, catalogues etc.			
e) Warranty and After-Sales Information			

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

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

[Designation]

[Date]

Annex 3: Price Schedule

Description of Goods/Services	Quantity	Price (LKR)
Machinery - Yoghurt Processing		
1) Steam Boiler	1	
2) Batch Pasteurizer	1	
3) HTST system	1	
4) High Pressure Homogenizer	1	
5) Mixing tank – 300 L	1	
6) Mixing tank – 100 L	1	
7) Rotary type yoghurt cup filling machine	1	
Machinery - Ice cream processing		
8) Double section Plate Heat Exchanger / Ice Cream Chiller	1	
9) Ice cream aging vat	1	
10) Ice cream flavor mixing tank	1	
11) Continuous Ice cream freezer	1	
Machinery - Milk Toffees and Ghee processing		
12) Jacketed pan	1	
Cleaning Equipment		
13) High pressure water cleaner	1	
14) CIP system	1	
15) Softening plant for boiler feed water	1	
Equipment - Quality Control		
16) Centrifuge for determination of fat content	1	
17) Water bath	1	
18) Hand held pH meter	1	
19) Incubator	1	
20) Autoclave	1	
21) Analytical balance	1	
22) Top loading balance	1	
Sub Total for machineries/equipment		
All other expenses including Import Tax or Local Tax (as applicable) Customs Clearance, Local Handling, Transportation, Installation, Commissioning, On-site Training, Warranty etc. (including tax if applicable)		
TOTAL PRICE		

This procurement process will not involve any duty/tax exemption procedure and therefore 1). International supply should indicate applicable import tax amount 2). Local supply should indicate applicable taxes such as VAT/NBT.

Annex 4: Delivery Schedule

Description of Goods/Services	In Weeks from the date of Purchase Order
Supply of Machinery and Equipment at site	Weeks
Installation	Weeks
Commissioning	Weeks
Training	Weeks
Total Weeks	Weeks

Annex 5 - 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.