



REQUEST FOR QUOTATION (RFQ) (Goods)

To Interested Afghan Bidders	DATE: September 9, 2020
	REFERENCE: UNDP/AFG/2020/RFQ/ 0000007100

UNDP/AFG/RFQ/2020/ 7100– Fabrication, Supply, Installations, Testing and Commissioning of Solar Dryers

The United Nations Development Programme (UNDP) hereby invites you to submit a quotation for the Fabrication, Supply, Installations, Testing and Commissioning of Solar Dryers to UNDP Afghanistan.

Full details and specifications are provided in Section 2 of this RFQ.

This RFQ includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

- This Request for Quotation
- Section 1: Documents and Information Comprising the Offer
- Section 2: Technical Requirements, Delivery Schedule and Evaluation Criteria
- Section 3: Your acceptance, if the contract is awarded to you, of UNDP General Conditions of Contracts available here:

[https://www.undp.org/content/dam/undp/library/corporate/Procurement/english/3.%20UNDP%20GTCs%20for%20Contracts%20\(Goods%20and-or%20Services\)%20-%20Sept%202017.pdf](https://www.undp.org/content/dam/undp/library/corporate/Procurement/english/3.%20UNDP%20GTCs%20for%20Contracts%20(Goods%20and-or%20Services)%20-%20Sept%202017.pdf)

If you are interested in submitting a Quotation in response to this RFQ, please prepare your quotation comprising of all required documents in accordance to Bid Data Sheet and should be submitted through the UNDP ATLAS E-Tendering system, which can be accessed at <https://etendering.partneragencies.org>.

No hard copy or email submissions will be accepted by UNDP:

The step by step instructions for registration of bidders and quotation/proposal submission through the UNDP ATLAS E-Tendering system is available in the instructions manual for the bidders, attached with this RFQ. Should you require any training on the UNDP ATLAS E-Tendering

system or face with any difficulties when registering your company or submitting your bid, please send an email to the E-Tendering Help Desk at procurement.af@undp.org to request for help.

The bidders are advised to use Internet Explorer (Version 10 or above) browser to avoid any compatibility issues with the E-Tendering system.

Please refer to E-Tendering system for closing date of this RFQ.

Please note that UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)

UNDP looks forward to receiving your Quotation and thanks you in advance for your interest in UNDP procurement opportunities.

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 fifty per cent (50%) of the total offer, without any change in the unit price or other terms and conditions.

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

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

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,

Title: Head of Procurement Unit
Date: **September 9, 2020**



ANNEX 1

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

Delivery Terms [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	DAP (multiple locations in Kabul Afghanistan)
Customs clearance, if needed, shall be done by:	NA
Exact Address/es of Delivery Location/s (identify all, if multiple)	Istalif District and Farza District, Kabul Province, Afghanistan
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents (if using freight forwarder)	N/A
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	<input checked="" type="checkbox"/> 15 November 2020
Delivery Schedule	<input checked="" type="checkbox"/> Bidder must provide a delivery schedule matching the latest expected delivery date
Packing Requirements	N/A
Mode of Transport	<input checked="" type="checkbox"/> LAND
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of 1 year <input checked="" type="checkbox"/> Technical Support for warranty period
Deadline for the Submission of Quotation	Please refer to E-Tendering system
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, TABLE 3 : Offer to Comply with Other Conditions and Related Requirements <input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 3, Price Quotation <input checked="" type="checkbox"/> Latest Business Registration Certificate;

	<input checked="" type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); <input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> 75% upon delivery of equipment and 25% upon completion of installations, testing and commissioning
Liquidated Damages	If the contractor fails to deliver the specified works within the time period(s) stipulated by the Contract, UNDP shall, without prejudice to its other remedies under the contract, deduct from the payments due to the Contractor, as liquidated damages, a sum equivalent to One Hundred USD (0.33%) per calendar day. Once the delay reaches to the maximum limit (10%), UNDP may consider termination of the Contract
Evaluation Criteria (Please Check)	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Financial capacity: The firm should have at-least annual cash flow of \$50,000 for last two years. (2018 and 2019 audited report must be submitted to verify the firm's cash flow) <input checked="" type="checkbox"/> Experience: At-least 2 similar projects delivered and successfully completed during last 3 years with one contract amount of at-least \$20,000 in similar field.
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order / Face sheet contract
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 1 month
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods and services based on full compliance with RFQ requirements

<p>Contact Person for Inquiries (Written inquiries only)</p>	<p><i>Procurement Unit</i> <i>Procurement.af@undp.org</i> <i>+93790426786</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>
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Annex 2- Technical Specifications

i. Project Background

The UNDP's Afghanistan Sustainable Energy for Rural Development (ASERD) project, implemented by the Ministry of Rural Rehabilitation and Development (MRRD) builds on the existing efforts to provide energy to rural areas of Afghanistan. Rural areas of Afghanistan which remains socio-economically underdeveloped in terms of education, incidence of poverty, and access to infrastructure. Lack of access to modern forms of energy has serious health implications on rural Afghani's and predominantly affects women and children. Lack of access to energy also constrains the productivity of private enterprise and limits delivery of public services. Rural areas of Afghanistan are also blessed with renewable energy resources such as hydro, solar, wind and biomass which, when combined with appropriate technologies and institutional approaches, could significantly support the development of rural areas. The ASERD project is based on four pillars.

- a) Rural energy services: implement renewable energy projects such as mini-grids powered by small hydro power, solar, wind and thermal energy. In electrified villages opportunities will be provided for local business developers, entrepreneurs and SMEs to take advantage of the availability of power.
- b) Capacity building and outreach: the energy projects in rural area will also work closely with local MRRD staff and other government entities in order to improve their capacity.
- c) Innovative models: the program will seek to use and introduce new delivery models to Afghanistan, ranging from technology choice to financial tools.
- d) Rural Energy policy and Regulation: the program will closely coordinate with stakeholders, especially the Ministry of Energy and Water (MEW) in terms of addressing policy and regulation gaps.

ii. Context

The Ministry of Rural Rehabilitation and Development (MRRD), with the support of UNDP, aims to distribute Solar Dryers at subsidized rate to targeted farmers in Istalif and Farza districts of Kabul Province under its Afghanistan Sustainable Energy for Rural Development (ASERD) project.

In Afghanistan, large quantities of fruits and vegetables spoil due to inadequate infrastructure, insufficient processing capacities, inadequate transportation facilities and growing marketing difficulties caused by intensifying competition and protectionism in exports. Drying these products can help solve these problems, while also making an important contribution to improving the population's income and supply situation. Traditionally, Afghan farmers uses open-air drying method that takes place when food is exposed to the sun and wind by placing it in trays, on racks, or on the ground. The advantage of drying products directly open-air is that almost no costs for fuel and appliances have to be spent by the farmer. However, the dried products are often of lower quality due to varying temperature levels and contamination of the products with dust, vermin's and leaves. Solar dryers eliminates those problems and also significantly reduces the drying time of products. Afghanistan weather conditions are favourable for solar dryers in almost all parts of Afghanistan.

iii. Project location

ASERD has selected and registered 101 (one-hundred and one) beneficiaries of the solar dryers from the following villages in Kabul Province.

Estalif District	Farza District
Villages: Dhangeri, Asmila bala, Malikzadaha, Shoraba, Baghpain, Road bakhan, Khaja hasan pain, Khaja hasan dehbala, Noralam, Aslama, Hisarkhil, Dara, Shoraba, Khalifa sadat, Noralam, Gholam hosainkhil, Marat sanglaq, Maidan rais, Shoraba Qalai Abdulah	Villages: Hisarkhil, Mirafghan, Hasandara, Baghal, Zargaran

The major drying products of the beneficiaries are grapes, purne and tomato. Harvesting period for the products are from August till November. The bidder must supply mixed type solar dryers with the loading capacity of 50 Kg (of grapes) and as per the specifications at the doorsteps of the beneficiaries.

iv. Special condition

UNDP encourages private sector funding for the renewable energy technologies. With this solar dryer project, UNDP aims to engage local fabricators, private companies or non-government organizations (NGOs) working in the Solar Dryer sector to partially pre-finance the costs of the units. UNDP will finance the major 70% cost of the units. 30% cost of the dryer units will be provided by the end-users. The bidder will receive 70% costs of items from the UNDP upon delivery of goods and service, in accordance with the agreed payment terms. The Bidder must agree to receive the 30% of cost from the end-users (farmers) in instalments over a period of maximum one year, either in cash or in the form of dried fruit products at the current market rate as agreed between the bidder and the farmers. MRRD will facilitate signing of agreement between the bidder and the farmers to receive the 30% of cost, however, it will be the sole responsibility of the bidder to collect the agreed amount from the farmers.

v. Technical specifications

- a) Solar dryer design considerations: The bidder must consider the following parameters for the design and fabrication drawings of the dryers.
- Natural convention
 - Average moisture contents
 - Average daily sunshine hours
 - Daily solar radiation
 - Wind speed

b) Indicative sketches:

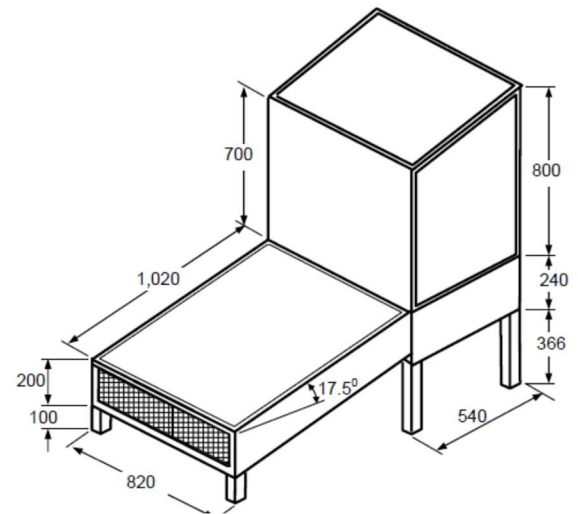
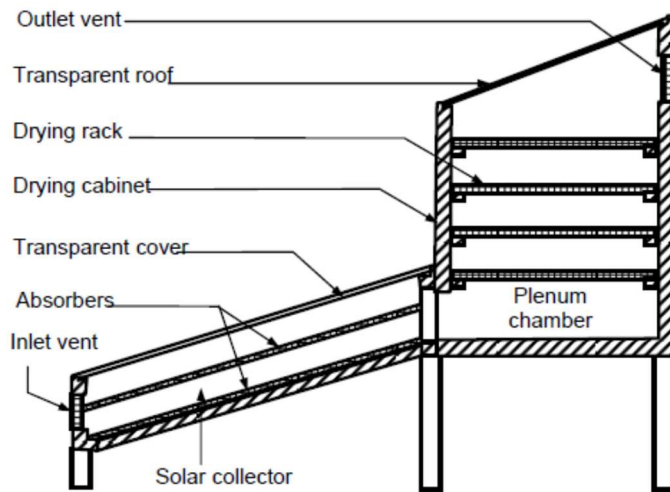


Fig. 1: Sectional view of mixed-mode solar dryer type

Fig. 2: Indicative dimension

The sketches are indicative only. The bidder must provide fabrication drawings to the employer for a review and approval. Bidder must also ensure that the functionality of the product and that the minimum loading capacity is as per the requirement.

c) Specific technical specification

Dryer Chamber	The outdoor body of the solar dryer must be resistant and low weathering to exposed environment	
Insulation	Dryer Description	Suggested U Value (W/m ² K
	Transparent drying chamber with single layer glazing	9
	Transparent drying chamber with 2 layers of glazing	6
	Un-insulated opaque drying chamber e.g. timber	4
	Insulated opaque drying chamber	1
	Rust free food grade trays -wooden/stainless steel or relevant	
	Appropriate sealant on the doors to avoid any air infiltration	
	MS frames coated with anti rust and rigid enough to avoid any buckling during manual handling or under wind pressure of 170km/hr	
Paint	Low reflecting black paint must be non toxic or relevant coating technology	
Aperture	3-4mm clear toughened glass with transitivity >80% i 2-3mm UV stabilized food grade polycarbonate (PC) sheet The glass or PC must be sealed with appropriate UV resistant sealant UV mark and Food grade certificate from manufacture is mandatory.	
	The air draught opening of the dryer must have steel mesh preferably air filter to restrict insects and minimize debries	
Others	All parts/components should be low weathering design specifications to	

	withstand outdoors weather under local climatic conditions for a minimum period of 10 years (except for glass or Plastic which may require replacement in 5 years).	
Label	The dryer must be well labeled as <ul style="list-style-type: none"> • Project name, Donor Name and Logos (to be provided by the Employer) • Dryer Model • Loading Capacity, Kg • Total drying area, m² • Effective drying area, m² • Effective drying volume, m³ • Manufactured Date • Manufacturer Name • Manufacturer Contact Phone number and address 	
Warranty Card	The supplier shall provide a guarantee card duly signed by the supplier with seal and date of supply	
Warranty	3 Years	

vi. Scope of work

The United Nations Development Program (UNDP), Afghanistan has made funds available for engaging a capable and qualified Afghan Contractor to carry out design, fabrication, supply, installations, testing, commission and one-year guarantee of mixed mode solar dryers to the qualities stipulated in the 'Bill of Quantities' to targeted farmers in Shakar Dara, Istalif and Farza districts of Kabul Province. The detail scope of work includes:

- a. **Fabrication Drawing:** In accordance with the provided technical specifications, the bidder shall prepare detail fabrication drawings depicting components of the solar dryer to the satisfaction of the Employer. The bidder must obtain approval from the Employer before fabrications of the dryers.
- b. **Fabrication:** In accordance with the Fabrication drawings, the bidder shall fabricate itself or supply the agreed quantities of the mixed-mode solar dryer. All solar dryers must be made available to the Employer or its representative for inspection and quality assurance at the fabricated location before their transportation. Any units that fails the quality inspection against the technical specification must be replaced.
- c. **Transportation and Installations:** The bidder shall transport the solar dryers to the locations stipulated in this bid document and deliver them to the farmers selected by the employer. The bidder must repair any damage occurred during the transportation.

- d. Two days collective trainings: The bidder shall provide two-days trainings about the use of solar dryers to the recipients. The bidder must divide the recipients into at least 10 groups before the user's trainings. At the end of training, the recipients must be able to understand at least the following activities about the usage of dryer.
- Sun-face (direction) of solar dryer for efficient use
 - Pre-processing of fruits and vegetables before loading
 - Loading and unloading of fruits/vegetables from the trays
 - Troubleshooting problems

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 Lead Time			
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance			
b) Minimum one (1) year warranty on both parts and labor			
c) Service Unit to be Provided when the Purchased Unit is Under Repair			
d) Brand new replacement if Purchased Unit is beyond repair			
e) Others			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			

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 FORM FOR SUBMITTING SUPPLIER'S QUOTATION

UNDP will pay to the successful contractor the 70% of cost of items after completion of the project while 30% cost of the items shall be collected/obtained by the contractor from the end-users (Formers). The contractor must agree to receive the 30% of cost from the end-users (farmers) in installments over a period of maximum one year, either in cash or in the form of dried fruit products at the current market rate as agreed between the contractor and the farmers. MRRD will facilitate signed agreement between the bidder and the farmers to receive the 30% of cost, however, it will be the sole responsibility of the contractor to collect the agreed amount from the farmers.

Item	Description	Qty	Unit	Unit Price USD	Amount USD
1	Design, fabrication, and supply of mixed-mode solar dryer in accordance with the provided technical specifications. The loading capacity shall be at least 50 kg (of fresh grapes).	102	units		
2	Installation, commissioning, and testing	1	LS		
3	Two-days collective trainings to the users	1	LS		
4	One-year warranty and after sales services	1	LS		
TOTAL					

Note: contract amount between the UNDP and the successful bidder will be 70% of the total cost.

Implementation Schedule

All implementation activities must be completed before **30 November 2020**. Bidders shall provide a delivery schedule in alignment with the given date.

[Enter name of authorized staff]

[Designation]

[Click here to enter a date]

Annex 4- 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.