



REQUEST FOR QUOTATION (RFQ)
(Provision of Laboratory Equipment and Supplies for UN Clinic)

DATE: 23 September 2020

REFERENCE: RFQ-YEM-0092-2020

Dear Sir / Madam:

We kindly request you to submit your quotation for **Provision of Laboratory Equipment and Supplies for UN Clinic** as detailed in Annex 2 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 1.

Quotations may be submitted on or before Sunday, **07 October 2020 on or before 16:00 am Sana'a time** by sending email to procurement.yemen@undp.org

Offers may be submitted electronically in PDF format to procurement.yemen@undp.org. The email shall be virus free. As the maximum size of email is 2MB, the offer may be divided into more than one email, if needed. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Proposals 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] <i>(Pls. link this to price schedule)</i>	X DDP: Delivery to UNDP UN Clinic All applicable duty delivery paid by the supplier including cost of items, transportation and insurance to destination locations and assumes all risk until arrival at the destination location.
Customs clearance, if needed, shall be done by:	X Supplier
Exact Address/es of Delivery Location/s (identify all, if multiple)	X To be delivered and installed in UN Clinic Sana'a UNCAF: Hadda area – Sana'a -Republic of Yemen
UNDP Preferred Freight Forwarder, if any	Up to the supplier
Distribution of shipping documents <i>(if using freight forwarder)</i>	Up to the supplier
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	X Two weeks from receipt of approved purchase order
Delivery Schedule	X Required
Packing Requirements	X Up to the supplier, Good and standard safe for shipment free from any damage.
Mode of Transport	X Up to the supplier to decide the way of the transport as long as delivery date met
Value Added Tax on Price Quotation	X Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	X Warranty Period; 1 years international warranty with any time support at UN Clinic site for the equipment. X Technical support to the supplied and installed materials when the need arise. The vendor is committed to replace any damaged item if the item is below the minimum requirements with full responsibility of cost.
Deadline for the Submission of Quotation	X <i>Wednesday, 07 October 2020 at 16:00 pm Sana'a Time</i>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	X English
Documents to be submitted ¹	X Previous experience: Documentary evidence of a minimum of 1PO/contract awarded and served within the past 3 years proving relevant experience in supplying and installing Medical/Laboratory Equipment

¹ First 2 items in this list are mandatory for the supply of imported goods

	<p>X Duly Accomplished Form as provided in Annex 2 and detail specs, and in accordance with the list of requirements in Annex 1;</p> <p>X Company profile not exceeding fifteen (15) pages, including; List of pervious projects.</p> <p>X Catalogue/Photos of the products.</p> <p>X Quality Certificates (ISO, or manufacture certificate” etc.).</p> <p>X Latest Business Registration Certificate ;</p> <p>X Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List (Optional).</p>
Period of Validity of Quotes starting the Submission Date	<p>X 60 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>
Partial Quotes	X Not Permitted
Payment Terms	X 100% upon complete delivery of goods and service.
Liquidated Damages	.X 0.5% penalty up to a maximum of 10% of the total contract amount from the total price for each day of delay beyond the delivery period date of maximum 2 weeks. Thereafter, the contract/PO may be terminated at the discretion of UNDP.

Evaluation Criteria <i>[check as many as applicable]</i>	<p>X Technical responsiveness/Full compliance to requirements and lowest price (acceptance of samples)</p> <p>X Comprehensiveness of after-sales services</p> <p>X Full acceptance of the PO/Contract General Terms and Conditions.</p> <p><u>The Quotations, technical and price, will be evaluated at the following stages:</u></p> <p>PRELIMINARY EXAMINATION</p> <p>The Preliminary evaluation shall assess bid documentation for compliance with the following</p> <ul style="list-style-type: none"> • Bid submitted before deadline • Bid Submission Form – signed • A Price Schedule completed in accordance with Annex 2 <p>TECHNICAL EVALUATION</p> <ul style="list-style-type: none"> • Meet the required specifications <u>(see annex 1 for detailed requirements).</u> • Catalogue/photos of the product. • Minimum 1 years of experience in the provision and installation medical supplies and equipment. • Previous experience: Documentary evidence of a minimum of 1 POs/contracts awarded and served within the past 3 years proving relevant experience in the provision and installation medical supplies and equipment. • Manufacturer certificate (If applicable). <p>Financial evaluation:</p> <p>Financial offers of the technically responsive bid(s) shall be compared against the lowest bid as well as internal cost estimates and ranked. The lowest priced technically responsive bid shall be recommended for contract/PO award.</p>
UNDP will award to:	X One Supplier.
Type of Contract to be Signed	X Purchase Order
Special conditions of Contract	X Cancellation of PO/Contract if the delivery/completion is delayed by 20 days from the due date.
Conditions for Release of Payment	<p><input checked="" type="checkbox"/> Passing Inspection and Machine test for each item and clearance by end user and UNDP and confirmation that no items are damaged or in short supply;</p> <p><input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements;</p> <p><input checked="" type="checkbox"/> Original Invoice</p>
Contact Person for Inquiries (Written inquiries only) ²	<p>Yemen Procurement Email procurement.yemen@undp.org</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>

² This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

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. The system automatically calculates the final bid prices by multiplying the unit price by the quantity. In the event when the Bidder put a quantity that is different from the quantity required, provided that the Bid is substantially responsive, UNDP will re-calculate the Bidders total price based on the correct quantity and using the unit prices offered by the Bidder. Unit prices cannot be changed.

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,

Samira Alfarah

Samira Alfarah

Head of Procurement Unit

23 September 2020

Technical Specifications

Annex1

Provision and Installation of the Laboratory Equipment and Supplies as same as below specification or equivalent in terms of quality

No	Items Specification	Quantity	Unit	Expiry more than	Country of Origin
1	electrolyst machine	1	Machine	N/A	Germany or Spain
2	I-Stat Machine Complete Set (9 functions)	2	set.	N/A	U.S.A or Germany
3	I-Stat Cartridge (ABG, Cardiac,PT/INR)	1000	pcs.	N/A	U.S.A or Germany
4	COVID-19 SWAB	1000	pcs.	N/A	U.S.A or Germany
5	Glucometer for Ambulance	7	set.	N/A	U.S.A or Germany
6	Glucose	3	6*100ml	1year	Randox or Equivalent
7	ca++	2	1*100ml	1year	Randox or Equivalent
8	Urea	3	1*100ml	1year	Randox or Equivalent
9	Creatinine	3	1*200ml	1year	Randox or Equivalent
10	Got	3	1*100ml	1year	Randox or Equivalent
11	Gpt	3	1*100ml	1year	Randox or Equivalent
12	Bilirubin	3	1*225ml	1year	Randox or Equivalent
13	Alkaline Phosphatase	2	1*100ml	1year	Randox or Equivalent
14	GGT	2	1*70ml	1year	Randox or Equivalent
15	A.S.O	3	5ml	1year	Human or Equivalent
16	C.R.P	3	5ml	1year	Human or Equivalent
17	RF.	3	5ml	1year	Human or Equivalent
18	Hbs Ag	2packet	50 test	1year	USA HEALGEN
19	HCV	2packet	50 test	1year	USA HEALGEN
20	Troponin	5 packet	50 test	1year	USA HEALGEN
21	CK-MB	5 packet	51 test	1year	USA HEALGEN
22	HIV	1packet	50 test	1year	USA HEALGEN
23	Diluent CBC-ANALYSER	2	20 Liter	2year	Sweden-Medonic M-series
24	Lytic CBC-ANALYSER	2	5 Liter	2year	Sweden-Medonic M-series
25	stript c-9 urine	4 Packet	5 unit	1year	Germany or Spain
26	Glass Tubes	5 Packet	10 ml	1year	Spain or India
27	Glass Tubes EDTA VACUUM	10 Packet	5ml	1year	Spain or India
28	Glass Tubes VACUUM	10 Packet	10ml	1year	Spain or India
29	alcohol swab	1carton		1year	Spain or India
30	Gloves (Medium)	10 Packet		1year	Spain or India
31	D.W	5 Bottel	5liter	1year	Spain or India
32	Methanol	5 Bottel	5liter	1year	Spain or India
33	container urine	100	60 ml	1year	Spain or India
34	container stool	100	60ml	1year	Spain or India
35	tunica	5			Spain or India
36	syringe	20 box	5 ml	1year	Spain or India

Note: Specification of above requested equipment should be as same as the below specification or equivalent:

1. Electrolyte Machine Specification

Compact, cost-efficient and easy - to- use • Excellent precision and reliability • Long life, high performance, maintenance –free electrodes • Automatic sampling, washing and calibration • Touch screen ,large LCD display • Internal thermal recorder supporting barcode reader • Auto sampler optional

Principle: Direct measurement by Ion Selective Electrode (ISE), Sample: Whole blood, serum, plasma, diluted urine

Sample volume: 100~150µL , Throughput: up to 60 samples/h, Data storage: up to 200 patient result , Calibration: Automatic or On-demand, Input: Touch-screen, Display: Large LCD with backlight, Output: Internal thermal recorder, RS-232 serial port, Working Environment: Temperature: 15°C~32°C, Relative humidity: 85%

Input voltage: AC 220V/110V ±10%, 50/60Hz, Power consumption: 60W, Dimensions: 440mm×380mm×350mm (H×W×D), Weight :Main unit –10kg, Auto sampler (option) – 1.5kg

Simple and reliable design of fluid tubing system and electrodes minimize the maintenance work.

Automatic sampling and probe washing, Minimize the carry-over

Touch screen, user friendly software, easy to operate

2. I-Stat Machine Complete Set (9 functions) Specification

Uses biosensor technology and advanced microfluidics, Automatic calibration, Fast, reliable lab accurate results in just 2 minutes, Portable - battery operated, Up to 50 results automatically stored / 5000 in STAT1, Minimal maintenance required, Small sample size required - just two drops of blood, Security features and lockout protocols assure test result integrity, Virtually eliminates manual entry errors through integrated bar code scanning (STAT 1 only), The **i-STAT analyzer** provides effortless connectivity with the laboratory via a state-of-the-art data management system or print directly to an external printer, Liquid quality controls available, Operator and patient ID, STAT1 has password protection, Wide test menu including:

- Blood gases
- Electrolytes
- Chemistries
- Coagulation
- Cardiac markers (cTnI)
- Hematology

I-STAT ANALYSER SPECIFICATION

Display	Dot matrix super twists LCD
Communication link	Infrared transmitter and receiver
Calibration	Factory: electronic, mechanical, thermal, pressure
Power	Two 9V lithium batteries
Operating temperature	16 to 30 °C
Operating humidity	0 - 90% RH
Barometric pressure	300 - 1000 mmHg
Weight	520g
Dimensions	209h x 64w x 52d mm

i-STAT Machine Blood Gas Cartridges

G3+	pH, pCO ₂ , pO ₂ , TCO ₂ , HCO ₃ , BEecf, sO ₂
CG4+	pH, pCO ₂ , pO ₂ , TCO ₂ , HCO ₃ , BEecf, sO ₂ , Lactate
EG6+	Sodium, Potassium, Hematocrit, Hemoglobin, pH, pCO ₂ , pO ₂ , TCO ₂ , HCO ₃ , BEecf, sO ₂
EG7+	Sodium, Potassium, Ionised Calcium, Hematocrit, Hemoglobin, pH, pCO ₂ , pO ₂ , TCO ₂ , HCO ₃ , BEecf, sO ₂
CG8+	Glucose, Sodium, Potassium, Ionized Calcium, Hematocrit, Hemoglobin, pH, pCO ₂ , pO ₂ , TCO ₂ , HCO ₃ , BEecf, sO ₂

i-STAT Machine Chemistry Cartridges

G	Glucose
Crea	Creatine
E3+	Sodium, Potassium, Haematocrit, Haemoglobin
EC4+	Glucose, Sodium, Potassium, Haematocrit, Haemoglobin
6+	Urea Nitrogen, Glucose, Chloride, Sodium, Potassium, Haematocrit, Hemoglobin
EC8+	Urea Nitrogen, Glucose, Chloride, Sodium, Potassium, Haematocrit, Haemoglobin, pH, pCO ₂ , TCO ₂ , HCO ₃ , BEcf, Anion Gap

i-STAT Machine Coagulation Cartridges

ACT (Celite)®	ACT (Celite)®
ACT (Kaolin)	ACT (Kaolin)
PT/INR	PT/INR

i-STAT Cardiac Marker Cartridge

cTnI	Troponin I
-------------	------------

3. Glucometer for Ambulance Specification

Display:	96 segments LCD display with symbols
Auto power off:	30 or 90 seconds according to operating status
Battery life:	Approximately 1000 tests or one year
Battery:	1 battery, type CR 2032
Sample size:	1 - 2 µL
Underdosing detection:	Yes
Measuring principle:	Photometric end-point
Measuring range:	0.6 mmol/L – 33.3 mmol/L
Measuring time:	<ul style="list-style-type: none"> Approximately 5 sec (blood application with test strip within the meter) Approximately 8 sec (blood application with test strip outside the meter)
Measuring conditions:	<ul style="list-style-type: none"> Temperature: +8°C to +42°C (+46°F to +107°F) Humidity: up to 85% relative humidity
Storage conditions:	Without battery: -25°C to +70°C (-13°F to +158°F)
Humidity:	<ul style="list-style-type: none"> Measurement: 85% relative humidity Storage: 93% relative humidity

Memory capacity:	Up to 500 measurements with date and time
Test averages:	7, 14, 30, 90 days
Altitude independence:	0 - 4000m (0 - 13123 feet)
Dimensions:	97.8 x 46.8 x 19.1mm
Weight:	<ul style="list-style-type: none">• 46g without battery• 50g with battery
Data transfer:	Via USB interface (with Micro-USB cable)

Annex2**FORM FOR SUBMITTING SUPPLIER'S QUOTATION³*****(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁴)***

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **RFQ-YEM-0092-2020 Provision and Installation of Laboratory Equipment and Supplies for UN Clinic Sana'a**

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

No	Items Specification	Quantity	Unit	Expiry more than	Country of Origin	Unit Price	Total Price	Note/Delivery Time
1	electrolyst machine as detailed above in Annex 1	1	Machine					
2	I-Stat Machine Complete Set (9 functions) as detailed above in Annex 1	2	set.					
3	I-Stat Cartridge (ABG,Cardiac,PT/INR) as detailed above in Annex 1	1000	pcs.					
4	COVID-19 SWAB	1000	pcs.					
5	Glucometer for Ambulance as detailed above in Annex 1	7	set.					
6	Glucose	3	6*100ml					
7	ca++	2	1*100ml					
8	Urea	3	1*100ml					
9	Creatinine	3	1*200ml					
10	Got	3	1*100ml					
11	Gpt	3	1*100ml					
12	Bilirubin	3	1*225ml					
13	Alkaline Phosphatase	2	1*100ml					
14	GGT	2	1*70ml					
15	A.S.O	3	5ml					
16	C.R.P	3	5ml					
17	RF.	3	5ml					

³ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁴ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

18	Hbs Ag	2packet	50 test					
19	HCV	2packet	50 test					
20	Troponin	5 packet	50 test					
21	CK-MB	5 packet	51 test					
22	HIV	1packet	50 test					
23	Diluent CBC-ANALYSER	2	20 Liter					
24	Lytic CBC-ANALYSER	2	5 Liter					
25	stript c-9 urine	4 Packet	5 unit					
26	Glass Tubes	5 Packet	10 ml					
27	Glass Tubes EDTA VACUUM	10 Packet	5ml					
28	Glass Tubes VACUUM	10 Packet	10ml					
29	alcohol swab	1carton						
30	Gloves (Medium)	10 Packet						
31	D.W	5 Bottel	5liter					
32	Methanol	5 Bottel	5liter					
33	container urine	100	60 ml					
34	container stool	100	60ml					
35	turnica	5						
36	syring	20 box	5 ml					
Sub Total								
Cost of transportation								
Total (DDP to UN Clinic Sana'a)								

TABLE 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>
Delivery Lead Time (One week)			
Estimated weight/volume/dimension of the Consignment:			
Country/ies Of Origin ⁵ :			
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance			
b) Warranty period: 1 year warranty for the equipment			
c) Service Unit to be Provided when the Purchased Unit is Under Repair			
d) Replacement of new product if the supplied consignment is sub-standard or damaged during the delivery (DDP to UN Clinic Sana'a).			
e) Others			
Validity of Quotation (60 days)			
All Provisions of the UNDP General Terms and Conditions (must comply).			
Other requirements <i>[pls. specify]</i>			

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]

⁵ *If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.*

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.