



Request for Quotation (RFQ)

Supply, Delivery & Installation of Medical and NON-medical items for the COVID-19 emergency

Event ID: 0000007511

RFQ No.: RFQ/20/57

Project: FUNDING TO SUPPORT ROL NATIONAL AUTHORITIES' EFFORTS TO
ADDRESS THE COVID-19 EMERGENCY

Country: Sudan

Issued on: 14, October, 2020

**REQUEST FOR QUOTATION (RFQ)
(Goods)**

REFERENCE: RFQ/20/57

DATE: October 14, 2020

Dear Sir / Madam:

We kindly request you to submit your quotation for **Supply, Delivery & Installation Of Medical and non-medical items for the COVID-19 emergency** as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Lot 1: Medical Items

Lot 2: Non-Medical items

Proposals may be submitted on or before the deadline indicated by UNDP in the e-tendering system in the following link: <https://etendering.partneragencies.org>

Bidders who are registered on the e-Tendering will be able to download the complete bidding documents from the e-Tendering website at:

<https://etendering.partneragencies.org>

[Event ID: SDN10-0000007511](#)

In case your company is not registered in the e-Tendering Module, please use the following temporary username and password to register your company/firm:

Username:

[event.guest](#)

Password:

[why2change](#)

and follow the registration steps as specified in the system user guide, provided with the tender document. You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation"

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by e- Tendering, kindly ensure that they **are signed and in the pdf format**, and free from any virus or corrupted files.

For any further enquiries, please send it to the following email 72 hours before closure date: Liza.djierdjian@undp.org and copying ei.cho.nyunt@undp.org **DO NOT USE THESE EMAILS FOR THE SUBMISSION OF YOUR OFFERS**. Offers submitted through fax will be rejected.

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

Delivery Terms [INCOTERMS 2010]	LOT 1 And LOT 2 to (North, East, West, South and Central) Darfur
Customs clearance, if needed, shall be done by:	Supplier
Exact Address/es of Delivery Location/s (identify all, if multiple)	(North, East, West, South and Central) Darfur
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents (<i>if using freight forwarder</i>)	N/A
Latest Expected Delivery Date and Time (<i>if delivery time exceeds this, quote may be rejected by UNDP</i>)	<u>2 (two) Weeks from acknowledgement of PO receipt/ signing of Contract</u>
Delivery Schedule	<input checked="" type="checkbox"/> Required
Packing Requirements	As per standard: up to the Contractor to ensure goods supplied are intact / not tempered with. Damaged items will not be received and should be replaced with a new one of the same specifications.
Mode of Transport	<input checked="" type="checkbox"/> Any mode: up to the contractor to ensure equipment supplied are intact/not interrupted with. Damaged items will not be received and should be replaced with a new one of the same specifications.
Preferred Currency of Quotation	<input checked="" type="checkbox"/> Local Currency: SDG <input checked="" type="checkbox"/> United States Dollars <ul style="list-style-type: none"> ✓ Bank account in US\$ is to be provided, if quoted in US\$ ✓ Option of currency selection is left at the discretion of bidder ✓ Bidders are free to choose the currency of bid (USD or SDG). The currency of bid will be the currency of contract/PO. It is up to the bidders to manage the cash withdrawal from their own bank. ✓ All USD and SDG payments should be done via bank transfer or depositing to Company bank account. ✓ Locally registered bidders (Sudanese) will receive their payment inside Sudan as per Sudan Central Bank policy <p><u>Currency Conversion:</u> The UN Rate of exchange applicable on the day of bid closure shall apply.</p>
Pre-Bid Meeting	<input checked="" type="checkbox"/> N/A

Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Inclusive of VAT and other applicable indirect taxes
After-sales services required	<ol style="list-style-type: none"> 1. All items shall include 12 months' warranty on defect liability 2. The defective items shall be repaired or replaced at supplier's cost
Deadline for the Submission of Quotation	Deadline indicated by UNDP in the e-tendering system

All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English; and/or <input checked="" type="checkbox"/> Arabic.
Documents to be submitted	<input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Company Profile, including the name of the shareholders, branch offices, organigram, any other details your company may find suitable to <input checked="" type="checkbox"/> Duly accomplished form as provided in Annex 2, and in accordance with list of requirements in Annex 1. <input checked="" type="checkbox"/> List of previous POs Copies of at least 3 POs shall be submitted or contracts on supply of similar goods. <input checked="" type="checkbox"/> Detailed Specifications and origin of the proposed item, or attaching manufacture brochure, if different that the proposed in the RFQ, brochures will not be accepted
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, Bidders allowed to quote any LOT in the RFQ, but not allowed the partial quote for each LOT.
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete supply and delivery of goods and certification form UNDP that the supplied items meet the PO specifications
Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: Cancellation of PO/contract if the delivery of items is delayed 5 days beyond the 1-week delivery time indicated in the RFQ after availing the approved PO to the selected vendor.

Evaluation Criteria	<p><input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price per lot</p> <p>Award would be made to “lowest evaluated priced, technically responsive” bidder per each lot:</p> <p><input checked="" type="checkbox"/> Minimum 2 contracts/PO for supply of Similar items over the past 3 years</p> <p><input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions</p> <p><input checked="" type="checkbox"/> Delivery Lead Time</p> <p><input checked="" type="checkbox"/> Full Acceptance and compliance of General Terms and Conditions (Annex 3)</p> <p><input checked="" type="checkbox"/> Company registration</p> <p><input checked="" type="checkbox"/> Company profile</p> <p><input checked="" type="checkbox"/> Validity of the quotation</p>
UNDP will award to:	<input checked="" type="checkbox"/> One or more supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order/Contract
Contract General Terms and Conditions	<input checked="" type="checkbox"/> General Terms and Conditions for contracts (goods and/or services)
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 3 days beyond the 1-week delivery time indicated in the RFQ after availing the approved PO to the selected vendor.
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements
Annexes to this RFQ	<p><input checked="" type="checkbox"/> Specifications of the Goods Required (Annex 1)</p> <p><input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions:</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 (Written inquiries only)	<p>Bidders requesting clarification of any of the items, technical requirements, or conditions stipulated in this RFQ shall communicate in writing with UNDP office at:</p> <p>Liza.djerdjian@undp.org and copying ei.cho.nyunt@undp.org Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to all potential Proposers</p>
Other Information Related to the RFQ	<p><input checked="" type="checkbox"/> Bidders are free to choose the currency of bid (USD or SDG). The currency of bid will be the currency of contract and currency of payment. It is up to the bidders to manage the cash withdrawal from their bank.</p> <p><input checked="" type="checkbox"/> In case where deemed necessary, UNDP holds the right to ask the supplier to produce the original certificate for verification.</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 the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

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

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

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

Any Purchase Order that will be issued 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.

Issued by:

14-Oct-2020

Liza Djierdjian

Name: Liza Djierdjian

Title: Procurement Officer

Date: October 14, 2020

Approved by:

Ei Cho Nyunt

Name: Ei Cho

Title: Head of Procurement

Date: October 14, 2020

Annex 1

Technical specifications

LOT1: Medical Items

z	Item	Description	Unit of measure	Quantity	Delivery locations
1	Knapsack sprayers	Sanitizer spray machine manual, 16 LTR? 	1	57	North, East, West, South and Central Darfur
2	SOAPS	Solid – minimum 100 gm	Peace	2200	North, East, West, South and Central Darfur
3	Disinfectants	chlorine tablets	Box	25	North, East, West, South and Central Darfur
4	Face MASKS	Cotton, 3 layers of protection, reusable/washable cloth unisex, comfortable 	1 mask	8000	North, East, West, South and Central Darfur
5	ALCOHOL SENSITIZERS	bottles, minimum 75-100ml	1 bottle	2200	North, East, West, South and Central Darfur
6	DIGNITY KIT	1- Sanitary pads 2- Underwear 3- Hand soap 4- Toothbrushes 5- Toothpaste 	1 kit	2000	North, East, West, South and Central Darfur
7	DETTOL LIQUID	500 ml	1 bottle	2000	North, East, West, South and Central Darfur
8	THERMOMETERS.	- Medical Non-contact Thermometer, Infrared Thermometer, temperature range 35°C-42°C, digital display, memory 32, size 150*90*43mm	1	45	North, East, West, South and Central Darfur
9	DISPOSABLE GLOVES	S, M, L	Box	280	North, East, West, South and Central Darfur
10	SURGICAL GLOVES	size 7.5 & 8.5	Pair	250	North, East, West, South and Central Darfur
11	SENSITIZATION POSTERS IN ARABIC LANGUAGE	For Covid-19 protection and awareness (Please use the design in the attached document)	1	110	North, East, West, South and Central Darfur

12	Hospital Washing Machine	CE Certificate Hospital Washing Machine / Industrial Laundry Equipment Low Noise. 100KG, stainless steel, corrosion free, for washing and extracting.		1	5	North, East, West, South and Central Darfur
13	Disposable Surgical gown	Preferably 100 % cotton Sleeves: long sleeves Back closing with 2 to 4 tie pairs, including 2 at waist level		1	1000	North, East, West, South and Central Darfur
14	Hospital Beds-	manual, stainless steel with mattress.		1	75	North, East, West, South and Central Darfur
15	Sample collection kits for 13 facilities	Swabs for covid 19 PCR testing		set	500	North, East, West, South and Central Darfur
16	Incinerators for waste disposal (1 per facility)	<ul style="list-style-type: none"> Medical Waste Drug Disposal Small Scale Solid Waste 		unit	16	North, East, West, South and Central Darfur
17	Furniture for screening center/ isolation ward; Stainless steel medical desk	Stainless steel medical desk		unit	5	North, East, West, South and Central Darfur

LOT 2: NON-Medical Items

No	Item	Description	Unit of measure	Quantity	Delivery locations
1	Cooler boxes for sample storage /transportation (3 per facility for 16 facilities)	MEDIUM 	unit	48	North, East, West, South and Central Darfur
2	Buckets (3 per facility for 16 facilities)	plastic, 5 Liters 	unit	248	North, East, West, South and Central Darfur
3	Mops (cotton or rayon)/brooms(Hair. Synthetic) for cleaning,	197 mops 188 broom 	set	375	North, East, West, South and Central Darfur
4	Megaphones/Speakers	Please give details (Human rights) 	1	10	North, East, West, South and Central Darfur
5	Installation of water supply tanks and hand washing points (2 per facility for 16 facilities)	polyethylene, readymade water tank, 1000 liter with all needed accessories and hardware like (steel holder and all mechanical components) 	1	32	North, East, West, South and Central Darfur
6	JERRICANS 40 liters	Plastic with cover 	1	100	North, East, West, South and Central Darfur

Annex 2
FORM FOR SUBMITTING SUPPLIER'S QUOTATION

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

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/20/057**

TABLE A: Offer to Supply, Delivery and Installation of Medical items

Lot1 Medical items:

NO	Item	Description	Unit of measure	Quantity	Unit Price	Total Price
1	Knapsack sprayers	Sanitizer spray machine manual, 16 LTR?	1	57		
2	SOAPS	Solid – minimum 100 gm	Peace	2200		
3	Disinfectants	chlorine tablets	Box	25		
4	Face MASKS	Cotton, 3 layers of protection, reusable/washable cloth unisex, comfortable	1 mask	8000		
5	ALCOHOL SENSITIZERS	bottles, minimum 75-100ml	1 bottle	2200		
6	DIGNITY KIT	1- Sanitary pads 2- Underwear 3- Hand soap 4- Toothbrushes 5- Toothpaste	1 kit	2000		
7	DETTOL LIQUID	500 ml	1 bottle	2000		
8	THERMOMETERS.	- Medical Non-contact Thermometer, Infrared Thermometer, temperature range 35°C-42°C, digital display, memory 32, size 150*90*43mm	1	45		
9	DISPOSABLE GLOVES	S, M, L	Box	280		
10	SURGICAL GLOVES	size 7.5 & 8.5	Pair	250		
11	SENSITIZATION POSTERS IN ARABIC LANGUAGE	For Covid-19 protection and awareness (Please use the design in the attached document)	1	110		
12	Hospital Washing Machine	CE Certificate Hospital Washing Machine / Industrial Laundry Equipment Low Noise. 100KG, stainless steel, corrosion free, for washing and extracting.	1	5		

13	Disposable Surgical gown	Preferably 100 % cotton Sleeves: long sleeves Back closing with 2 to 4 tie pairs, including 2 at waist level	1	1000		
14	Hospital Beds-	manual, stainless steel with mattress.	1	75		
15	Sample collection kits for 13 facilities	Swabs for Covid 19 PCR testing	set	500		
16	Incinerators for waste disposal (1 per facility)	<ul style="list-style-type: none"> • Medical Waste • Drug Disposal • Small Scale Solid Waste 	unit	16		
17	Furniture for screening center/ isolation ward; Stainless steel medical desk	Stainless steel medical desk	unit	5		
Total						

***Note to vendors:**

- In case of discrepancy between unit price and total, the unit price shall prevail
- UNDP reserve the right to vary the quantity of material to be procured, maintaining the same unit price quoted by the bidder.

Supplier Name:

Stamp:

Date:

TABLE B: Offer to Supply, Delivery and Installation of NON-Medical items**Lot 2: NON-Medical items:**

NO	Item	Description	Unit of measure	Quantity	Unit Price	Total Price
1	Cooler boxes for sample storage /transportation (3 per facility for 16 facilities)	MEDIUM	unit	48		
2	Buckets (3 per facility for 16 facilities)	plastic, 5 Liters	unit	248		
3	Mops (cotton or rayon)/brooms (Hair. Synthetic) for cleaning,	197 mops 188 broom	set	375		
4	Megaphones/Speakers	Please give details (Human rights)	1	10		
5	Installation of water supply tanks and hand washing points (2 per facility for 16 facilities)	polyethylene, readymade water tank, 1000 liter with all needed accessories and hardware like (steel holder and all mechanical components)	1	32		
6	JERRICANS 40 liters	Plastic with cover	1	100		
Total						

***Note to vendors:**

- In case of discrepancy between unit price and total, the unit price shall prevail
- UNDP reserve the right to vary the quantity of material to be procured, maintaining the same unit price quoted by the bidder.

Supplier Name:

Stamp:

Date:

TABLE 1: 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 (2 weeks)			
Country/ies Of Origin:			
Warranty and After-Sales Requirements			
a) Minimum one (1) year warranty on both parts and labor			
b) Brand new replacement if Purchased Unit is beyond repair			
Validity of Quotation (60 days)			
All Provisions of the UNDP General Terms and Conditions (Annex 3)			

Self-Declaration:

We also confirm that our company is not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List, nor in any of UNDP's list of suspended and removed vendors.

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

Name of Bidder (Company / Firm):

Authorized signature:

Name of Authorized signatory:

Functional Title:

Email Address:

Contact Number:

GENERAL TERMS AND CONDITIONS FOR CONTRACTS**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 affect 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.