



## REQUEST FOR QUOTATION (RFQ) (Goods)

NAME & ADDRESS OF FIRM	DATE: 10 Nov 2020
UNDP TLS CO	REFERENCE: RFQ/TLS/2020/018 <b>Supply and Delivery of supermarket fridges and other tools</b>

Dear Sir / Madam:

We kindly request you to submit your quotation for **Supply and Delivery of supermarket fridges and other tools**, as detailed in Annex 2 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 1 and 2.

Quotations may be submitted on or before **17:00 (Timor-Leste local time) November 23, 2020** via

☒ *e-mail*:

**United Nations Development Programme**  
**Subject line: RFQ/TLS/2020/018**  
**Supply and Delivery of supermarket fridges and other tools**  
**Submission by e-mail: bids.tp@undp.org**

Quotation submitted by E-mail should indicate Reference Number and Description of:  
**RFQ/TLS/2020/018– Supply and Delivery of supermarket fridges and other tools for UNDP, Timor-Leste**

**The quotations must be with password protected. The bidders have to send password on 24<sup>th</sup> November 2020 after the bid deadline for same email address.**

Quotations submitted by email must be limited to a maximum of 2MB, virus-free and no more than 1 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected. **Email Subject should indicate Reference Number: RFQ/TLS/2020/018– Supply and Delivery of supermarket fridges and other tools for UNDP, Timor-Leste**

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

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

#### 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>	<input checked="" type="checkbox"/> DAP	
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> UNDP	
Exact Address/es of Delivery Location/s (identify all, if multiple)	UN House, Caicoli Street, Dili	
UNDP Preferred Freight Forwarder, if any	NA	
Distribution of shipping documents <i>(if using freight forwarder)</i>	NA	
<i>Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)</i>	<input checked="" type="checkbox"/> within 6-8 weeks after issuance of contract	
Delivery Schedule	<input checked="" type="checkbox"/> Required	
Packing Requirements	Standard	
Mode of Transport	<input checked="" type="checkbox"/> AIR	<input checked="" type="checkbox"/> LAND
	<input checked="" type="checkbox"/> SEA	<input type="checkbox"/> OTHER <i>[pls. specify]</i>
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes	
After-sales services required	<input checked="" type="checkbox"/> Standard warranty offered by manufacturer	
Deadline for the Submission of Quotation	Monday, November 23, 2020 <b>and 17.00 (Timor-Leste Time)</b>	
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, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Latest Business Registration Certificate from local authorities where the company is operational;	

	<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; <input checked="" type="checkbox"/> List of previous clients <input checked="" type="checkbox"/> Company Profile, which should not exceed fifteen (15) pages, demonstrating company experience in the field of services, list of similar works undertaken, as well as including printed brochures and product catalogues (if any) relevant to the goods/services being procured.
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 30 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 within a LOT, however bid for One complete LOT is acceptable.
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of goods
Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: <ul style="list-style-type: none"> <li>Percentage of contract price per week of delay: 0.3% of the total contract amount.</li> </ul> Max. No. of days of delay from the date of Contract Completion: 30 Days; Next course of action: Termination of the contract or cancelation of PO

Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Compliance with delivery schedule <input checked="" type="checkbox"/> Local manufacturing warranty at least for period of one year <input checked="" type="checkbox"/> At-least 2 similar contract for provision of similar items to international organizations during last 5 years. <input checked="" type="checkbox"/> All items will be sample checked during evaluation process to make sure it meets the technical specs requirements
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier for each LOT.
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order/ Face-sheet
Special conditions of Contract	NA
Conditions for Release of Payment	<input checked="" type="checkbox"/> Inspection upon delivery at destination <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements and conformity with all product specification
Contact Person for Inquiries	<p><i>Ahmad Zubair</i>  <i>Procurement Manager</i>  <i>Ahmad.zubair@undp.org</i>  <i>+67078367023</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

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

of errors, its quotation will be rejected. 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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

**Thank you and we look forward to receiving your quotation.**

**Sincerely yours,**



*Ahmad Zubair*  
*Procurement Manager*  
November 10, 2020

## Detailed Specifications


LOT-1: Supermarket fridges				SAMPLE PICTURES
ITEM	QTY	DESCRIPTION	TECHNICAL REQUIREMENTS	
Item 1	2 units	Open vertical air curtain merchandiser (Used for fruits and vegetable)	220V-240V, 50-60Hz, 1PH	
			Temperature range: 2-8°C	
			Electronic temperature control	
			Four layer shelf	
			LED lighting	
			Refrigerant: R290	
			Cooling capacity: 2,400-2,700 BTU/hr	
			Wind cooling	
			Volume: 5 m <sup>3</sup>	
			Approximately: Length*height*depth (max): 300×200×100cm	
			Approximately: Length*height*depth (min): 250×200×100cm	
			Compressor and condenser is placed under the equipment, there are protective measures for refrigeration pipeline, it has mechanical ventilation, thermal protection and overload protection. Other electronics are located on the top of the device.	
			Equipped with an additional HCs leak alarm.	

Figure 1-open air vertical curtain merchandiser

Item 2	2 units	Display Unit standalone (Used for Meat Storage )	220V-240V, 50-60Hz, 1PH
			Temperature range: -1-10°C
			LED lighting, visual glass panel
			Electronic temperature control
			Refrigerant: R290
			Cooling capacity: 9,000 BTU/hr
			Direct cooling
			Volume: 3.5 m <sup>3</sup>
			Approximately: Length*height*depth (max): 200×150×120cm
			Approximately: Length*height*depth (min): 200×100×80cm
			Compressor and condenser is placed under the equipment, there are protective measures for refrigeration pipeline, it has mechanical ventilation, thermal protection and overload protection.
			Equipped with an additional HCs leak alarm.
Item 3	2 units	Showcase standalone unit (Used to store drinks )	220V-240V, 50-60Hz, 1PH
			Temperature range: 1-10°C
			Four layer shelf
			Three doors, LED lighting, with moving wheel
			Electronic temperature control
			Refrigerant: R290
			Cooling capacity: 5,000 BTU/hr
			Wind cooling
			Volume: 4 m <sup>3</sup>
			Approximately: Length*height*depth (max): 200×200×100cm
			Approximately: Length*height*depth (min): 150×190×50cm
			Compressor and condenser is placed under the equipment, there are protective measures for refrigeration pipeline, it has mechanical ventilation, thermal protection and overload protection. Other electronics are located on the top of the device.
			Equipped with an additional HCs leak alarm.



Figure 2- Standalone Display Unit for Meat Storage



Figure 3- Standalone showcase for Drinks

## LOT-2: Tools

ITEM	QTY	DESCRIPTION	TECHNICAL REQUIREMENTS
Item 1	2 set	Two-stage rotary vacuum pump	3.5 cfm displacement, blast facility and able to pull blank off pressure of less than 50 microns
			Portable incorporating a carrying handle
			Must include oil level indicator with easy oil change characteristics.
			Ambient working temperature –5 to +50 °C.
			Spare parts and consumables for one year of operation including 2 liters (4 pints) of vacuum pump oil.
			Power: AC 220-240V, 50-60Hz
Item 2	2 set	Manifold	4 way digital
			Identical pressure measuring range 60 Bar
			Pressure measurement accuracy > 0.5 % of f.v.
			Temperature-compensated leakage testing
Item 3	2 set	Lokring tool	Automatic ambient pressure measurement
			The handle is flexible
			The jaw can be removed
			Jaw size: 8mm, 10mm, 12mm, 16mm, 19mm, 22mm
Item 4	2 set	Anemometer	Include toolbox
			Range: 0-30m/s, ±5% F.S
			Resolution ratio: 0.1
			Temperature measurement range: -10°C-50°C
			Temperature measurement resolution ratio: 0.1°C
Item 5	2 set	Infrared thermometer	Auto Power Off
			Temperature range: -50°C-390°C
			Accuracy: -50°C-0°C, ±2°C ; 0°C-100°C, ±1.5°C ; >100°C, ±2%
			Response time : 500ms
			Working Temperature : 0°C-40°C
Item 6	2 set	R22 charging valve	Relative humidity : 10-95%RH
			Brass material



			Working pressure: ≤60 Bar
			1/4-1/4' SAE
			With thimble
			Suitable for CFCs, HCFCs, HFCs, HCs and other refrigerants
Item 7	2 set	R410A charging valve	Brass material
			Working pressure: ≤60 Bar
			5/16-1/4' SAE
			With thimble
			Suitable for CFCs, HCFCs, HFCs, HCs and other refrigerants
Item 8	2 set	Vacuum gauge	Resolution 1 Micron (when vacuum 200 Micron)
			7 units: Micron, PSI, InHg, mbar, Pascal, Torr, mTorr
			Over pressure 20 Bar
			Working Temperature : 0°C-40°C
			1/4' SAE port
Item 9	50 PCS	6.35mm LOKRING	Ring material: Steel, Connector material: Brass
			Suitable for 6.35mm diameter copper pipe
			Suitable for CFCs, HCFCs, HFCs, HCs refrigerant
Item 10	50 PCS	9.52mm LOKRING	Ring material: Steel, Connector material: Brass
			Suitable for 9.52mm diameter copper pipe
			Suitable for CFCs, HCFCs, HFCs, HCs refrigerant
Item 11	50 PCS	12.7mm LOKRING	Ring material: Steel, Connector material: Brass
			Suitable for 12.7mm diameter copper pipe
			Suitable for CFCs, HCFCs, HFCs, HCs refrigerant
Item 12	2 PCS	LOKRING Sealing fluid	Working Temperature range: -50°C-150°C
			Capacity: 50ml/bottle
Item 13	2 PCS	Electronic scale	Range : 50Kg
			Accuracy : ±0.05% Fs
			Resolution ratio : 2g
			Power: AC 220V, 50Hz / DC9V
Item 14	2 set	Leak Detector 2	Electronic refrigerant leak detector for HCs refrigerants.

			Minimum detection of $\leq 5\text{g/yr}$ leak rate.
			Audible and visual alarms from a heated diode sensor
			Manual zero setting
			CE/TUV Certification
Item 15	2 set	Refrigerant discharge clamp	Use for HCs refrigerant discharge
			5m long discharge pipe
			Discharge needle can pierce copper tube
			Adjustable jaw opening
			1/4" SAE port

### FORM FOR SUBMITTING SUPPLIER'S QUOTATION

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. 2020/018

**TABLE 1 for LOT-1: Offer to Supply Goods Compliant with Technical Specifications and Requirements**

<b>LOT-1: Procurement of Supermarket Refrigerators</b>					
<b>SN</b>	<b>Description of Items</b>	<b>Offered Products</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost – US\$</b>
Item 1	Open vertical air curtain merchandiser (Used for fruits and vegetable)		2 units		
Item 2	Display Unit standalone (Used for Meat Storage)		2 units		
Item 3	Showcase standalone unit (Used to store drinks)		3 units		
<b>Grand Total Cost for LOT-1 including delivery and installation:</b>					

**TABLE 2 for LOT-1 Purchase of Supermarket Refrigerators: Offer to Comply with Other Conditions and Related Requirements**

<b>Other Information pertaining to our quote are as follows:</b>	<b>Your Responses</b>		
	<b>Yes, we will comply</b>	<b>No, we cannot comply</b>	<b>If you cannot comply, pls. indicate counter proposal</b>
One year manufacturer Warranty			
Acceptance of UNDP GTC			
Technical Compliance with requirements of goods in this RFQ			
Acceptance of other terms and conditions in this RFQ			

**TABLE 2 for LOT-2: Offer to Supply Goods Compliant with Technical Specifications and Requirements**

<b>LOT-1: Procurement of Tools</b>					
<b>SN</b>	<b>Description of Items</b>	<b>Offered Products</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost – US\$</b>
Item 1	Two-stage rotary vacuum pump		2 set		
Item 2	Manifold		2 set		
Item 3	Lokring tool		2 set		
Item 4	Anemometer		2 set		
Item 5	Infrared thermometer		2 set		
Item 6	R22 charging valve		2 set		
Item 7	R410A charging valve		2 set		
Item 8	Vacuum gauge		2 set		
Item 9	6.35mm LOKRING		50 Unit		
Item 10	9.52mm LOKRING		50 Unit		
Item 11	12.7mm LOKRING		50 Unit		
Item 12	LOKRING Sealing fluid		2 Unit		
Item 13	Electronic scale		2 Unit		
Item 14	Leak Detector 2		2 set		
Item 15	Refrigerant discharge clamp		2 set		
<b>Grant Total including delivery to stated location:</b>					

**TABLE 2 for LOT-2 Purchase of motorbikes: Offer to Comply with Other Conditions and Related Requirements**

<b>Other Information pertaining to our quote are as follows:</b>	<b>Your Responses</b>		
	<b>Yes, we will comply</b>	<b>No, we cannot comply</b>	<b>If you cannot comply, pls. indicate counter proposal</b>
One year manufacturer Warranty			
Acceptance of UNDP GTC			
Technical Compliance with requirements of goods in this RFQ			
Acceptance of other terms and conditions in this RFQ			
Provision of sample items during evaluation process			

**Table-3: List of previous contracts:**

<b>Name of project</b>	<b>Client</b>	<b>Contract Value</b>	<b>Period of activity</b>	<b>Types of activities undertaken</b>	<b>References Contact Details (Name, Phone, Email)</b>

## **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.