



REQUEST FOR QUOTATION (RFQ-BD-2022-011)

NAME & ADDRESS OF FIRM	DATE: March 31, 2022
	REFERENCE: RFQ-BD-2022-011

Dear Sir / Madam:

We kindly request you to submit your quotation for **Long Term Agreement for the provision of Drinking Water Supply** detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations must be submitted on or before **April 17 by 04:30 PM** (Bangladesh Time) through online e-Tendering system in the following link:

<https://etendering.partneragencies.org>

using your username and password. If you have not registered in the system before, you can register now by logging in using

username: event.guest

Password: why2change

and follow the registration steps as specified in the system user guide.

Your Quotation must be expressed in the English, and valid for a minimum period of **90 Days**

You are kindly requested to indicate whether your company intends to submit a Quotation by clicking on "Accept Invitation" in the system (for e-tender submission).

In the course of preparing and submitting your Quotation, it shall remain your responsibility to ensure that it submitted into the system by the deadline. NO submission will be accepted after the deadline. Kindly ensure attaching the required supporting documents with RFQ contract and for e-tendering system convert all the documents in pdf format which must be free from any virus or corrupted files. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.(briefly describe the goods and quantity)

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.[*indicate size*](briefly describe the goods and quantity)[*indicate the deadline for submission*]

[insert fax number and email address]

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> DAP	
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror	
Exact Address/es of Delivery Location/s (identify all, if multiple)	<input checked="" type="checkbox"/> UN Agencies in IDB Bhaban and UNDP Project Offices in Dhaka	
UNDP Preferred Freight Forwarder, if any	Not Applicable	
Distribution of shipping documents (if using freight forwarder)	Not Applicable	
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> 01 August 2022 The contract will be effective from 01 August 2022 for 3 years with yearly extension based on the satisfactory performance of the contractor.	
Delivery Schedule	<input checked="" type="checkbox"/> Not Required	
Packing Requirements	As Standard	
Mode of Transport	<input type="checkbox"/> AIR	<input checked="" type="checkbox"/> LAND
	<input type="checkbox"/> SEA	<input type="checkbox"/> OTHER [pls. specify]
Preferred Currency of Quotation	<input checked="" type="checkbox"/> Local Currency: Bangladesh Taka (BDT)	
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other associated cost [Vendor has to mention the VAT & Other applicable taxes percentage in a separate line if there is any obligation from bidders point of view to submit offer inclusive of VAT & other applicable taxes]	
After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts and Labour for minimum period of LTA <input checked="" type="checkbox"/> Technical Support <input checked="" type="checkbox"/> Provision of Service Unit when pulled out for maintenance/repair	

Deadline for the Submission of Quotation	<p>Sunday, April 17, 2022 and 4.30 pm</p> <p>Please Refer to E-Tendering System</p> <p>As indicated in the e-Tendering system.</p> <p>Date and Time: As specified in the system (note that the time zone indicated in the system in New York Time zone).</p> <p>PLEASE NOTE: -</p> <p>The correct bid closing time is as indicated in the E-Tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly to the system.</p> <p>Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.</p>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted For Eligibility Criteria	<p><input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;</p> <p><input checked="" type="checkbox"/> Company Profile not exceeding 15 pages.</p> <p><input checked="" type="checkbox"/> Latest Business Registration certificate,</p> <p><input checked="" type="checkbox"/> Latest VAT and TIN payment certificate;</p> <p><input checked="" type="checkbox"/> Latest Drinking water Testing Certificate from ICDDR:</p> <p><input checked="" type="checkbox"/> The firm must have the experience of supplying water to minimum of three Organizations such as UN agencies/Multinational companies/INGOs/Private Sector (Documents to be attached).</p> <p><input checked="" type="checkbox"/> Latest Bank Solvency Certificate</p> <p><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; (Annex-4)</p>
Period of Validity of Quotes starting the Submission Date	<p><input checked="" type="checkbox"/> 90 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	<input checked="" type="checkbox"/> Not Permitted
Payment Terms	<input checked="" type="checkbox"/> Upon completion of delivery, the payment term shall be monthly basis after receipt of bills; checking of the day-to-day supply receipt and upon acceptance by the Contract Administrator.
Liquidated Damages	<input checked="" type="checkbox"/> Liquidated damages for delay caused by the Vendor shall be 0.1% of the price of the Contract per each working day of delay but not exceeding 10% of the total value of the contract.

Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> The submitted testing report must comply with WHO drinking water quality standard <input checked="" type="checkbox"/> Water quality of collected sample by UNDP must comply with WHO drinking water quality standard <input checked="" type="checkbox"/> The comprehensiveness of after-sales services <input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criteria and cannot be deleted regardless of the nature of services required] (as provided in Annex-3)</i>
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Long Term Agreement
Special conditions of Contract	<input checked="" type="checkbox"/> UNDP also reserve the right to terminate the contract anytime due to the unhygienic condition/Supply failure in due time or any other reason as applicable <input checked="" type="checkbox"/> UNDP Reserve the right to visit the drinking water preparation factory any time to assess the hygiene issue and collect the sample for testing and bidders have to cooperate in this process <input checked="" type="checkbox"/> The contractor must submit the Quarterly sample report to UNDP Bangladesh to ensure the quality of the supplied drinking water
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods and services based on full compliance with RFQ requirements from the respective UNDP Project Officials (we will share the name, when issue the Purchase Order) <input checked="" type="checkbox"/> The Payment shall be made based on actual quantity of goods/ services received and certified by end user.
Annexes to this RFQ	<input checked="" type="checkbox"/> Specifications of the Goods and services Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). <input checked="" type="checkbox"/> Written Self-Declaration (Annex 4) Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only)	<p>For any quires email to bd.procurement@undp.org (Sub: Quires for RFQ-BD-2022-011) on or before 4:30 PM (local time), 11 April 2022.</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>
Other Information / Pre-bid Meeting	Not Applicable

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

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

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected. After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider. At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3. UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

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.

DS
ANS

Sincerely yours,
DocuSigned by:



6B21D5A3A5A04E9
Krishna Raj Adhikari

Senior Operations Manager

March 31, 2022

Annex 1**Technical Specification****Background**

The United Nations Development Programme (UNDP) Bangladesh Office is seeking offers from well-established companies duly incorporated under the Laws of Bangladesh to supply Drinking Water, Water Dispenser and servicing of Water Dispensers to UNDP and its projects in IDB Bhaban on a Long-Term Agreement (LTA) for one year with a possibility of extension for another two years based on performance and needs. During the last four years, UNDP used approximately 21,492 bottles (19-liter capacity) and currently has 60 units of water dispensers. This figure is just an estimated figure and does not entail any commitment for future purchases. The contract shall not impose a minimum guarantee on volume on the part of the UNDP.

Sl no.	Description/Specification of Goods	Quantity
1	19 liters (5 gallon) water jar specification	21,492
2	Dispensers-Hot and Cooling System (Compressor)	12 Units (if required)
3	Normal Water Dispenser	8 Unit (if required)

Note: Above requirement is tentative and may vary as per actual requirement.

- Water standards must be hygienic and drinkable as per World Health Organization (WHO) standards (a recent testing certificate from ICDDRDB must be provided with the quotation).
- The contractor must submit a quarterly water testing report to the Contract Administrator.
- The contractor shall supply the drinking water to UN Agencies in IDB and UNDP project offices within Dhaka
- The supplier must be able to supply at a short notice period (within 4 hours on any day)
- The water shall be supplied on every working day or as required to the offices and the supplier shall ensure water to be reached by 8:30 AM sharp.
- The supplier must send a service engineer/ mechanic to the site whenever a complaint is lodged against the supplier without any delay. **No payment will be made for servicing or repair works.**



[Enter name of the authorized staff]

[Designation]

[Click here to enter a date]

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-BD-2022-011**:

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

Currency of the Quotation: BDT INCOTERMS: DAP					
Item No	Description/Specification of Goods	UOM	Qty	Unit price in BDT	Total price in BDT
1.	19 liters (5 gallon) water jar specification	liter	21,492		
2.	Dispensers-Hot and Cooling System (Compressor)	unit	12		
3.	Normal Water Dispenser	unit	8		
Total Price					
VAT/ other indirect charges (Ref: page-2 under Value added Tax on Price Quotation)					
Total Final and All-inclusive Price					

Note

1. The above requirement is projected for the duration of 3 years. However, the payment will be made at actual basis on the unitary price of the water jar and dispensers.
2. The quoted unit price shall be fixed for 3 years from awarding the contract date.
3. UNDP will collect the water sample from the factory directly for testing
4. UNDP must have the right to visit production sites directly without prior notice

TABLE 2: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows:	You Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter - offer
Specifications of the Goods Required (Annex 1)	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Delivery Term (DAP)	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Delivery Lead Time	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Validity of Quotation	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.

Payment terms	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
The quotation should be prepared as per the attached table (Table 1)	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
All provisions of the UNDP General Terms and Conditions and Special Conditions	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Submission of Company Profile not exceeding 15 pages	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Submission of latest Business Registration certificate	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Submission of latest VAT and TIN payment certificate;	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Submission of latest Drinking water Testing Certificate from ICDDR B	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Latest Bank Solvency Certificate	<input type="checkbox"/>	<input type="checkbox"/>	
The firm must have the experience of supplying water to a minimum of three Organizations such as UN agencies/ Multinational companies/INGOs/Private Sector. Please provide a copy of at least 3 Purchase Order/Work Order/supply Order. (documents to be attached).	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Provide written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility list (Annex 4)	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Warranty and After-Sales Requirements for Water Dispenser	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
a. Training on Operations and Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
b. Minimum one (1) year warranty on both parts and labor	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
c. Service Unit to be Provided when the Purchased Unit is Under Repair	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
d. Brand new replacement if Purchased Unit is beyond repair	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
e. Others	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
The award will be made to the technically compliant lowest bidder who meets the above specification as per the Annex-1	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.

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

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

[Designation]

[Date]

Annex 3**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.

Declaration

Date:

United Nations Development Programme

UNDP Registry, IDB Bhaban, Agargaon
Sher-E-Bangla Nagar, Dhaka, Bangladesh

Assignment: _____

Reference: RFQ-BD-2022-011

Dear Sir,

I declare that is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

Yours Sincerely,

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

[Designation]

[Date]