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REQUEST FOR QUOTATION (RFQ)

REFERENCE: RfQ15/01132

DATE: 01 October 2015

Dear Sir / Madam:

We kindly request you to submit your quotation for Supply and Installation of a set of biomass heating equipment for didactical purposes, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **12 October 2015, 16:30 (Moldova local time)** and via e-mail or courier mail to the address below:

United Nations Development Programme in Moldova
131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova
Attention: Registry Office/Procurement
tenders-Moldova@undp.org

Quotations shall be submitted in English or Romanian duly signed and stamped and shall be marked with the note **"RfQ15/01132: Supply and Installation of biomass heating equipment for didactical purposes"**.

Quotations submitted by email must be limited to a maximum of 5MB, virus-free and no more than 5 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. 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 abovementioned good/s:

Delivery Terms [INCOTERMS 2010]	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input checked="" type="checkbox"/> DAP
Customs clearance, if needed, shall be done by:	<input type="checkbox"/> UNDP <input checked="" type="checkbox"/> Supplier/Offeror <input type="checkbox"/> Freight Forwarder
Exact Address of Delivery Location (identify all, if multiple)	Professional School No.3, Chisinau, 70 Decebal bd.
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> 30 calendar days from the issuance of the Purchase Order (PO)

Delivery Schedule	<input checked="" type="checkbox"/> Required
Preferred Currency of Quotation ¹	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input type="checkbox"/> Moldovan Lei
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"/> Warranty on Parts and Labor for minimum period of 3 years <input checked="" type="checkbox"/> Technical Support <input checked="" type="checkbox"/> Availability of authorized service in Moldova for maintenance/repair
Deadline for the Submission of Quotation	12 October 2015, 16:30 (Moldova local time)
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Others: Romanian or Russian
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"/> Company profile (short info up to 2 pages); <input checked="" type="checkbox"/> Copy of Company's Registration Certificate; <input checked="" type="checkbox"/> Copy of License authorizing the Company to provide installation works and technical support <input checked="" type="checkbox"/> Name and address of authorized service in Moldova <input checked="" type="checkbox"/> Certificates of quality for the offered equipment; <input checked="" type="checkbox"/> List of completed and/or ongoing contracts for similar services for the past 2 (two) years, indicating beneficiary (email, telephone number), contract amount, period of execution; <input checked="" type="checkbox"/> Detailed technical description of the offered main equipment: boilers, pumps, accumulator tank; <input checked="" type="checkbox"/> Statement or certificate of origin for the offered main equipment; <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.
Period of Validity of Quotes starting the Submission Deadline Date	<input checked="" type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input type="checkbox"/> 120 days
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of goods
Liquidated Damages	0.1% of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ² ; <input checked="" type="checkbox"/> Minimum 3 year experience in the field; <input checked="" type="checkbox"/> Minimum 4 similar projects undertaken over the past 2 years; <input checked="" type="checkbox"/> Availability of certificates of quality and origin for the offered equipment; <input checked="" type="checkbox"/> Availability of authorized service in Moldova; <input checked="" type="checkbox"/> Maximum delivery period not to exceed 30 calendar days upon signature of contract; <input checked="" type="checkbox"/> Availability of License to provide installation works.

¹ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

² UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 30 days
Conditions for Release of Payment	<input checked="" type="checkbox"/> Complete Installation <input checked="" type="checkbox"/> Passing all Testing <input checked="" type="checkbox"/> Completion of Training on Operation and Maintenance <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements
Annexes to this RFQ	<input checked="" type="checkbox"/> Schedule of Requirements and Technical Specifications (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"/> Bills of Quantities (Annex 4) <input checked="" type="checkbox"/> Drawings (Annex 5) 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)	Mihai Maciuca, MEBP Procurement and Contract Management Officer (mihail.maciuca@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 the Proposers.

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.

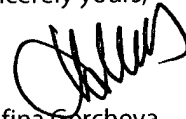
Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about 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.

Sincerely yours,



Dafina Gercheva,
UN Resident Coordinator
UNDP Resident Representative

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Schedule of Requirements and Technical Specifications

Supply and Installation of biomass burning equipment for didactical purposes

Background

The first phase (2011-2014) of the Moldova Energy and Biomass Project (MEBP) with a budget of 14.56 million EUR project, funded by the European Union and UNDP and implemented by UNDP, succeeded to contribute to a more secure, competitive and sustainable energy production in the Republic of Moldova through targeted support to the most viable and readily available local source of renewable energy, which is biomass from agricultural wastes.

In 2015 the project entered its second phase in the framework of the Eastern Partnership Integration and Cooperation (EaPIC) programme, based on its continued high relevance and the clearly identified need to further support the consolidation of the emerging biomass market in the country. The extension timeframe spans until the end of 2017 with additional EU-funding of 9.46 million EUR.

The main objective of the project extension is to scale up the successful activities and extend them to so far not covered or underrepresented regions, specifically Transnistria, Gagauzia and Taraclia, and to support the further consolidation of the Biomass market.

In view of a consolidated effort to equip the Moldovan labour force in support of the emerging markets and technologies, the vocational education and training (VET) sector has to be engaged. In this context, a series of partners and stakeholders have voiced the need to further assess the possibilities for integrating renewable energy and energy efficiency topics in the relevant educational programmes offered by VET institutions (covering e.g. professions in the energy, construction, engineering field).

Based on the results of a rigorous selection process and under the overall guidance of the Ministry of Education, the Professional school No. 3 in Chisinau was selected for piloting a new occupation, Operator in the boiler room and new training module on "Biomass based boilers operation" will be added and piloted. However, the pilot education modules imply not only theoretical courses but also practical classes for better understanding of biomass based boiler plants operation subtleties.

To meet these needs, MEBP seeks to contract a qualified company with extensive experience in supply and installation of biomass heating equipment in order to furnish the selected Professional school with necessary apparatus for conducting the practical classes with future biomass boiler operators.

Scope of Works

This scope of work ("Works") includes supply and installation of a set of biomass heating equipment, electrical work, plumbing, mechanical works, training of teaching staff, commissioning and tests.

The Contractor shall furnish all labour, engineering, materials, equipment, supplies, transportation, machinery, tools and travel necessary to perform this contract and execute all the works.

It is envisaged that the installation works include the following activities:

- **Procurement and supply of all equipment**, as specified in the Bills of Quantities (BOQs) attached to the solicitation document as Annex 4.
- **Installation of all equipment and connection to the infrastructure mains** – assembling of all components into functioning demonstrative stands;
- **Commissioning** of all supplied systems, equipment, materials and construction works including making required performance test measurements.
- **The provision of detailed documentation on the operation and maintenance** of supplied set of biomass heating equipment.
- **The provision of basic training and training materials** for key persons from professional school responsible for the operation of didactical set of biomass heating equipment.

All equipment shall be manufactured in accordance with the requirements of the design/technical documentation on each unit of equipment and have European Certificate (CE) or local Moldovan certificates, which confirms its passport characteristics.

Contractor shall ensure that all the engineering and installation activities are properly coordinated with representatives of school building owners and UNDP Moldova.

Site

	Name of Project	Site location
1	Supply and installation of a set of biomass heating equipment for didactical purpose in the Professional School No.3 in Chisinau	Chisinau, 70 Decebal bd.

Management arrangements

The implementation of project will be monitored by designated UNDP Engineer (“the Engineer”) which will carry out monitoring site visits.

Required Deliverables

The following is the list of required key deliverables.

Deliverable 1: Accomplishment of supply and installation of all equipment within **25 calendar days** from Contract signature

Deliverable 2: Final Commissioning of works within **30 calendar days** from contract signature, including delivery and installation of the equipment, testing, putting into operation, commissioning and training of key responsible persons.

Operation and Maintenance Documentation

Contractor should provide a copy of detailed documentation on the Operation and Maintenance of supplied set of biomass heating equipment, incl. boilers, pumps, accumulator tank, expansion tank and other equipment. Documentation should be complete, cover all equipment and should include well defined maintenance plan.

All the documentation should be in Romanian and/or Russian language as may be applicable.

The Operation and Maintenance documents shall be presented for approval at least 5 days prior to Commissioning.

To ensure maximum comprehension of technical processes related to sound system functionality, the Contractor will develop, based on the detailed Operation and Maintenance documentation pertinent to the equipment, a set of user-friendly Standard Operating Procedures (SOP), preferably on 2-3 pages for each of the core processes. SOPs are to be made available to each participant at the training.

An indicative list of SOPs could include, but needs not to be limited to the following processes:

- Start-up and shut-down of the systems;
- Monitoring and Control of operation parameters;
- Troubleshooting;
- Fuel feeding;
- Safety requirements for boiler operation;
- Boiler service incl. ash removal;

All SOPs are expected to be compiled in one file and made available at least 5 days before Take Over.

Training

The Contractor should plan and deliver, at his own cost, one full day (8 hour) training for key responsible teaching staff persons from the school. The training should be provided on site in Romanian (or Russian if required) language. The number of people to be trained from the school will be at least two. The training material shall be presented to UNDP Moldova for review and approval.

The training should include a **basic training** regarding the overall functionality, key principles and requirements of the heat supply system, boiler operation requirements and key system controls, safety standards, etc., and **hands-on demonstration training**.

After the training course, the Contractor shall conduct a test in order to assess the general level of understanding and preparedness of the operators to manage and operate the systems independently, and Certificates of Successful Completion of training will be issued.

Commissioning and Taking Over

After all the equipment are properly installed, engineering works finished, trainings conducted, documents provided, then Taking Over of the whole heating system shall take place.

Heating system shall be filled up with chemically treated water. Contractor should include water purchase costs to his Bid.

In addition to above mentioned emission measurement Contractor should carry out **boiler performance test**. Report with all measurements and calculations shall be made in Romanian.

The contractors will have to supply the fuel necessary for start-up and testing of boilers and system as a whole.

Warranty Period

The Warranty period shall commence upon the Take Over and last up to **36 month**.

In the event that any part is repaired and/or replaced within warranty period, for that single part new 36 months warranty period starts from the date of repair/replacement.

Technical Specifications

Item	Generic Description and Technical specifications	Quantity	
1	Automated pellets burning boiler for household heating with automatic fuel feeder	1	
	• Type of fuel		Agro-Pellets
	○ Diameter of pellets (mm)		≤10
	○ Length of pellets (mm)		≤30
	• Boiler maximum output capacity		15 kW
	• Emission limits (EN 303-5:2012)		Class 5
	• Bunker capacity		150 l
	• Automatic burner cleaning mechanism		Required
	• Efficiency (measured at maximum power)		≥85%
	• Operating Voltage		230 V
• CE marking	Required		
2	Automated briquettes boiler for household heating	1	
	• Type of fuel		Agro-Briquettes
	○ Diameter of briquettes (mm)		≤100
	○ Length of briquettes (mm)		≤350
	• Boiler maximum output capacity		min.20 kW
	• Emission limits (EN 303-5:2012)		Class 4
	• Efficiency (measured at maximum power)		≥82%
	• Operating Voltage		230 V
• CE marking	Required		
3	Pellets	1 ton	
	Maximum Humidity		10%
	Density		900–1400 kg/m ³
	Diameter		6-10mm
4	Briquettes	1 ton	
	Maximum Humidity		10%
	Density		900–1400 kg/m ³

Specifications of all other items are provide in Annex 4.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION

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

The Bidder is required to prepare and submit:

1. **Quotation Form** (Annex 2, Tables 1-4);
2. **Bill of Quantities** (Annex 4 presented in a separate file).

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. RFQ15/01132:

TABLE 1 : Offer to supply goods and incidental services Compliant with Schedule of Requirements

Item No.	Description/Specification of Goods	Total Price (USD VAT 0%)
1	Supply of equipment in accordance with the BoQs attached hereto as Annex 4	
2	Installation and commissioning of equipment in accordance with the schedule of requirements	
3	Supply of 1 ton of pellets	
4	Supply of 1 ton of briquettes	
	Total Final and All-Inclusive Price Quotation	

TABLE 2 : Track Record and Experiences

Provide the following information regarding corporate experience within at least the last two (2) years which are related or relevant to those required for this Contract.

Starting	Ending	Project Identification
<i>[indicate month/year]</i>	<i>[indicate month/year]</i>	Name of Employer: <i>[indicate full name]</i> Contract Value: <i>[insert amount in USD]</i> Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly, description should include at least nominal capacity of boiler or boiler plant total capacity, type of fuel, type of works performed]</i> Role of the Applicant/Consortium Member (<i>Please choose relevant</i>): <input type="checkbox"/> Main Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Consortium member <input type="checkbox"/> Other (<i>Please specify</i>) References contact details: <i>[Indicate full name of the contact person, his/her phone number including area and city codes and E-mail. Please ensure that phone number and E-mail are operational]</i>

TABLE 3: Detailed technical description of the offered main equipment

Please provide a detailed description of the equipment to be supplied, especially boilers, pumps, accumulator tank, indicating clearly how they comply with the technical specifications required by the ITB (see below table);

Item	Description/ Specification of Goods	Source/ Manufacturer	Country of Origin	Qty	Quality Certificate/ Export Licences, etc. (indicate all that applies and if attached)

A supporting document with full details may be annexed to this section

TABLE 4: 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>
Complete Delivery Time up to 30 days from PO contract signature)			
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance			
b) Minimum one (3) years warranty on both parts and labor			
c) Availability of authorized service in Moldova			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			

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

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

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. 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.