

REQUEST FOR QUOTATION (RFQ)
For the Refurbishment of DCRL PIU site office at Khotang

NAME & ADDRESS OF FIRM	DATE: November 13, 2022
	REFERENCE: DCRL/RFQ/001/2022

Dear Sir / Madam:

We kindly request you to submit your quotation for **Refurbishment of DCRL PIU site office at Khotang**, 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 **5:00PM, November 27, 2022** in sealed envelope by *courier mail or hand delivery* to the address below:

Either

Government of Nepal
Ministry of Forests and Environment
Department of Forests & Soil Conservation
Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)
Forestry Complex, Babarmahal, Kathmandu
Telephone: 01 5320808, 5320857

OR

Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)
Project Implementation Unit (PIU), Site Office
Diktel Rupakot Majuhagadhi Municipality
Khotang, Province 1, Nepal
Mobile: 9869615283

OR

Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)
Project Implementation Unit (PIU),
Siddhicharan Municipality
Okhaldhunga, Province 1, Nepal
Mobile: 9841488726

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 DCRL after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Please take note of the following requirements and conditions pertaining to the above-mentioned services:

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> Other: Local delivery inclusive of taxes, duties and VAT	
Customs clearance ¹ , if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror	
Exact Address/es of Delivery Location/s (identify all, if multiple)	Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL) Project Implementation Unit (PIU) site office Diktel, Khotang, Nepal	
DCRL Preferred Freight Forwarder, if any ²	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 DCRL/UNDP)	<input checked="" type="checkbox"/> 3 - 4 weeks upon issuance of the Purchase Order (PO)	
Delivery Schedule	<input checked="" type="checkbox"/> Required	
Packing Requirements		
Mode of Transport		<input checked="" type="checkbox"/> OTHER Not Applicable
Preferred Currency of Quotation ³	<input checked="" type="checkbox"/> Local Currency: Nepalese Rupees (NPR.) inclusive of VAT	
Value Added Tax on Price Quotation ⁴	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes	

¹ Must be linked to INCO Terms chosen.

² Depends on INCO Terms. The suggestion to use a UNDP preferred courier is only for purposes of familiarity with procedures and documentary requirements applicable to the UNDP when clearing with customs.

³ 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.

⁴ This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

After-sales services required	<input checked="" type="checkbox"/> Other Not Applicable
Deadline for the Submission of Quotation	5:00PM, Sunday, November 27, 2022 Nepal Standard Time
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted ⁵	<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; <input checked="" type="checkbox"/> Latest VAT/PAN Registration Certificate; <input checked="" type="checkbox"/> Latest Tax Clearance Certificate; <input checked="" type="checkbox"/> Detailed Specifications for all the quoted items; <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; <i>(pls. specify as many as required)</i>
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, DCRL 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
Payment Terms ⁶	<input checked="" type="checkbox"/> Payment will be made after successful delivery of all the items after deducting tax as per GoN rules.

⁵ First 2 items in this list are mandatory for the supply of imported goods

⁶ UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

Liquidated Damages	<input checked="" type="checkbox"/> The liquidated damages for delay shall be 0.5% of the Contract value per day of delay, up to a maximum duration of 30 days. Thereafter, the contract may be terminated by DCRL without further notice
Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price⁷ <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]</i> <i>[pls. specify]</i>
DCRL 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"/> Written Acceptance of completion of delivery of all the items by DCRL Staff, based on full compliance with RFQ requirements.
Annexes to this RFQ ¹⁰	<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"/> Bill of Quantities for refurbishment of DCRL PIU office at Khotang (Annex 1) Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.

⁷ 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.

⁸ This shall be used for time-critical and/or exigent requirements (e.g., post-crisis emergencies, elections, etc.).

⁹ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation

¹⁰ Where the information is available in the web, a URL for the information may simply be provided.

<p>Contact address for Inquiries (Written inquiries only)¹¹</p>	<p><i>Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)</i> <i>Email: info.dcrl@dofsc.gov.np</i></p> <p>Written inquiries must be submitted mentioning: Refurbishment of DCRL PIU office, Khotang, on or before 5:00PM Nepal Standard Time on 20th November 2022. DCRL shall response the email by 22nd November 2022.</p> <p><u>Inquiries received after the above date and time shall not be entertained.</u></p> <p>Any delay in DCRL's response shall be not used as a reason for extending the deadline for submission, unless DCRL determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
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Goods/Services 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.

¹¹ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

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

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,



Ganesh Paudel
National Project Director
November 13, 2022



Annex 1

Bill of Quantities for refurbishment of DCRL PIU site office at Khotang

A. The rate quoted here under shall be inclusive of: VAT and all taxes as per GoN rule.

1. Supplying the materials along with accessories to the site.
2. Fixing and erecting them in position as per general practice, specifications and instructions of in-charge.

S.N.	Items*	Total Qty.	Description of Goods
1	Officer Table	5 Pcs	wooden table with 2 side lockers with laminate/sunmica top and wooden boarder, Size: 42-50inch*30-36inch*30-36inch
2	Revolving Chair	5 Pcs	PU faux leather, Double Hydraulic, Plastic Hands, Soft Cushion, height adjustment, 360-degree swivel & Flexible Back Size: 45-50 inch * 20-25 inch * 18-22 inch
3	Sofa Set	1 Set	2 Pcs set, Office style, Rexine cover, foam inside, Fixed cushion, Size: 3-seater each Size: 5-6 feet*18-24 inch
4	Tea Table	2 Pcs	Wooden, laminate/sunmica top and wooden boarder, Size: 40-45 inch * 18-22 inch * 18-22 inch
5	White board	1 Pcs	White laminate/sunmica with wooden/metallic boarder; 48 inch*36 inch
6	Soft board	1 Pcs	White notice pin board with capacity of pin holding material on top, wooden/metallic boarder, 48 inch*36 inch
7	Window Curtain	5 Set	Plain window curtain, 4 Pcs: 6ft*4ft, 1 Pcs: 5ft*4ft
8	Carpet with installation	560 sq. ft	Non-woven carpet; Room number:4, room size: 10ft*16ft
9	Plastic Chair	6 Pcs	Chair made of plastic with armrest, mid back type, Size: 16-20 inch*30-36 inch*16-20 inch
10	Kitchen Table	1 Pcs	Wooden table with aluminum top, 2 storied rack for accessories storage compartment, size 85-90inch*20-24inch*30-36inch with sink attached
11	Printer Table	1 Pcs	Wooden table with 2-layer storage compartment below, laminate/sunmica top and wooden boarder size: 55-60 inch*30-36 Inch*30-36 inch
12	Arm chair	6 Pcs	Fabric Seat and Back with soft cushion, Metallic/Plastic Arm rest,
13	Water boiler	1 Pcs	2000 W capacity, 5 liters holding capacity, 220 V
14	Extension Cord	6 Pcs	Surge Protector 100% Copper Accessories 6 Port 2500W (10A)
15	Vacuum cleaner	1 Pcs	1200 to 1500-Watt Power, Single Phase 220 V, AC 50 Hz, Wet & Dry Vacuum Cleaner, Blower Function, High Efficient Motor
16	Electric Heater	5 Pcs	1000-1500 Watt, Single Phase 220 V, AC 50 Hz
17	Door Mat	1 Pcs	PVC material, Water Resistant; Slip Resistant; Mat Size: 141inch x 30 inch
18	Water Thermos	6 Pcs	Vacuum Flask Bottle, retains hot or cold temperatures, spill-resistant slide lock lid, unbreakable stainless-steel exterior, 1.8 Liter capacity
19	Gas stove set	1 Pcs	Gas stove, Cylinder, Regulator, Pipe with fitting
20	Dinner Plate	6 Pcs	Normal plates made of melamine
21	Sausepan	1 Pcs	PFOA Free Non-stick coating, 1 liter's capacity
22	Water glass	12 Pcs	High quality glass for office use, 200-250 ml capacity
23	Cup	12 Pcs	Ceramic cup for office use, 200-250 ml capacity
24	Kitchen Tray	2 Pcs	Plastic tray to carry glasses, cups
25	Tea Mat	12 Pcs	normal tea mat to place under cups, glass; bamboo made
26	Chopping Board	1 Pcs	Normal chopping board for kitchen purpose
27	Knife	1 Pcs	Stainless steel knife for office use
28	Dustbin	5 Pcs	Plastic made of dustbin, holding capacity 10-15 Ltrs
29	Aluminum Door	1 Pcs	Aluminum made, Sliding style, Size: 5Ft * 8.5Ft


Ganesh Paude

National Project Director
November 13, 2022

FORM FOR SUBMITTING SUPPLIER'S QUOTATION¹²
(This Form must be submitted only using the Supplier's Official Letterhead/Stationery¹³)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer the service of refurbishment of DCRL PIU site office, Khotang in conformity with the requirements of UNDP as per RFQ:

TABLE 1 : Offer the service of refurbishment of DCRL PIU site office, Khotang in Compliant with the Requirements

The quotations (Annex 2) should be submitted from the Principal Company or through Local agent.

A. The rate quoted here under shall be inclusive of: VAT and all taxes as per GoN rule.						
1. Supplying the materials along with accessories to the site.						
2. Fixing and erecting them in position as per general practice, specifications and instructions of site Engineer						
SN	Particulars Items	Quantity	Unit	Rate (Excluding VAT)		Total Amount
				Amount in Figure	In words	
1	Officer Table	5	Pcs			
2	Revolving Chair	5	Pcs			
3	Sofa Set	1	Set			
4	Tea Table	2	Pcs			
5	White board	1	Pcs			
6	Soft board	1	Pcs			
7	Window Curtain	5	Set			
8	Carpet with installation	560	sq. ft			
9	Plastic Chair	6	Pcs			
10	Kitchen Table	1	Pcs			
11	Printer Table	1	Pcs			
12	Arm chair	6	Pcs			
13	Water boiler	1	Pcs			

¹² This serves as a guide to the Supplier in preparing the quotation and price schedule.

¹³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

14	Extension Cord	6	Pcs			
15	Vacuum cleaner	1	Pcs			
16	Electric Heater	5	Pcs			
17	Door Mat	1	Pcs			
18	Water Thermos	6	Pcs			
19	Gas stove set	1	Pcs			
20	Dinner Plate	6	Pcs			
21	Sausepan	1	Pcs			
22	Water glass	12	Pcs			
23	Cup	12	Pcs			
24	Kitchen Tray	2	Pcs			
25	Chopping Board	1	Pcs			
26	Knife	1	Pcs			
27	Dustbin	1	Pcs			
28	Aluminum Door	1	Pcs			
29	Chopping Board	1	Pcs			
Sub Total						
Add: 13 % VAT						
Grand Total						

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

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time			
Estimated weight/volume/dimension of the Consignment:			
Country/ies Of Origin ¹⁴ :			
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance			
b) Minimum Three (3) years warranty on both parts and labor			
c) Service Unit to be Provided when the Purchased Unit is Under Repair			
d) Brand new replacement if Purchased item is not working			
e) Others			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

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

We hereby declare that we are not listed in the UN Security Council 1267/1989 list.

Name:
Designation:
Date:

¹⁴ *If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.*

Annex 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.