

REQUEST FOR QUOTATION (RFQ)
**Purchase of Search and Rescue training equipment for Sustainable
National Anticipatory Action through Preparedness (SNAP) in Maldives**

To all eligible firms and companies registered in Maldives and Thailand	DATE: 29 November 2024
	REFERENCE: RFQ No. 116

Dear Sir/Madam,

Asian Disaster Preparedness Center (ADPC) is seeking quotations from registered vendors in **Maldives and Thailand only** for the supply of Search and Rescue Training Equipment and Supplies to support capacity building and training activities to be carried out by the National Disaster Management Authority

Therefore, ADPC requests quotations for procuring the Rescue Equipment, Supplies, and Tools List, as detailed in Annex 1 and 2 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 3.

Quotations shall be submitted on or before **13 January 2025** at 17:30 hours Bangkok time (15:30 hours Maldives Time) by e-mail: **Email: snap-equipment_submission@adpc.net**

Quotations submitted by email must be **in password-protected PDF format**, limited to a maximum of 10MB, virus-free, and no more than two email transmissions. They must be free from viruses or corrupted contents, or the quotations shall be rejected.

The password of the quotations shall be submitted on the opening of the sealed bids on **16 January 2025** at 15:00 hours Bangkok time (13:00 Maldives time) by e-mail below:

Email: snap-equipment_password@adpc.net

With the vendor's presence, whether in person or virtually, the team can organize a Microsoft Teams or Zoom call with them.

Marking of Quotations: Quotations submitted via email should be marked in the subject of the email.

The vendor is responsible for ensuring the quotation reaches the email address above on or before the deadline. For whatever reason, quotations received by ADPC after the deadline indicated above will not be considered for evaluation.

Please ensure the quotation documents **are signed**, in PDF format, and free from viruses or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the rescue equipment, supplies, and tools:

Mode of Delivery and Delivery Address of SNAP Equipment	<p>Mode of delivery: by Land</p> <p>SNAP Equipment to be addressed to the following agencies:</p> <p>National Disaster Management Authority G. Rihijehi Koshi, Ameenee Magu, Malé City Maldives.</p>
Inspection of sample equipment	The technical committee (ADPC Maldives office and NDMA) will visit the vendor shop to see a sample of the equipment. The quality of the equipment will be one of the selection criteria in awarding the contract to the selected vendor.
Inspection of product	The committee representatives will visit the stock for inspection purposes before the equipment will be delivered to the designated location.
Expected Delivery Date and Time (<i>if delivery time exceeds this, quote maybe rejected by ADPC</i>)	60 days from the issuance of the Purchase Order (PO) between the vendor and ADPC.
Packing Requirements	International standard Packing for delivering equipment, applicable for land transportations.
Currency of Quotation	Local currency (Maldivian rufiyaa or Thai Baht) only
Value Added Tax on Price Quotation	The VAT will be included in the quotation with separated figures.
Equipment quality	Equipment Warranty on the equipment quality is required. In case items delivered is damage, the vendor will replace the equipment with the same specifications.

<p>Deadline for the Submission of Quotation</p>	<p>13 January 2024, 17:30 hours Bangkok time; 15:30 hours Maldives Time</p>
<p>All documentations, including catalogs, instructions and operating manuals, shall be in this language</p>	<p>English</p>
<p>Documents to be submitted</p>	<ol style="list-style-type: none"> 1. Duly Accomplished Form as provided in Annex 3, and in accordance with the list of requirements in Annex 1 & 2; 2. Certification from the Government, UN or reputable NGO's as supplier of similar items in the past and an expectation of obtaining all the necessary licenses should the quotation be selected; 3. List of clients in Government, UN or NGO's that were supplied in the past for similar purposes. Please indicate name of organization, products supplied, contact person from client including email and phone number. 4. Latest Business Registration Certificate; 5. Company's profile including the following information: Years of experience in the market, organizational structure of company/firm, full address, name of Director/Manager. 6. The document must include authorization signatory of the company with company logo sealed. 7. Equipment, supplies and tools information sheet that indicates country of production, composition of materials, storage, handling and maintenance.

<p>Period of Validity of Quotes starting from the Submission Date</p>	<p>30 days, in exceptional circumstances, ADPC may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Quotation shall then confirm the extension in writing, without any modification whatsoever on the Quotation.</p>
<p>Payment Terms</p>	<ul style="list-style-type: none"> • 20% of Contract Value upon signing of the Purchase Order (PO). • 40% of Purchase Order PO value upon <u>delivery of equipment</u> and receipt of certificate of inspection by ADPC and the technical committee • 40% of equipment cost upon delivery and accepted by ADPC. • The payments will be transferred via electronic bank transfer to vendor's account within 30 days upon receiving invoices from the vendor.
<p>Liquidated Damages</p>	<p>Liquidated Damages for delay of supply would be 0.5% of total amount of Purchase Order (PO) for every day of delay, up to a maximum duration of 30 calendar days. Thereafter, the Contract may be terminated by ADPC with notice.</p>
<p>Evaluation Criteria</p>	<p>The following are some of the considerations by the award evaluation committee in ADPC in selecting the vendors.</p> <ul style="list-style-type: none"> • Price • Certificate of Quality of equipment • Previous experience in supplying similar items to Government, UN and NGOs for use in supporting emergency response activities • Reputable company with good track record in the business <p>Note: Vendors who will be shortlisted will be inspected of the sample of equipment by ADPC for final confirmation of the contract.</p>
<p>Type of Contract to be Signed</p>	<p>There can be multiple Purchase Order (PO) can be issued depending on the availability of proposed items of individual vendors.</p>

Special conditions of Contract	Cancellation of PO if the delivery/completion is delayed after 60 days upon receiving the Purchase Order (PO).
Conditions for Release of Payment	Written certification of equipment, inspection and acceptance of equipment in accordance with the scheduled terms of payment and in full compliance with the terms of the contract
Annexes to this RFQ	<ul style="list-style-type: none"> • Equipment List (Annex 1 for CADRE and 2 for CSSR) • Form for Submission of Quotation (Annex 3) • General Terms and Conditions/Special Conditions (Annex 4). <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</p>
Contact for Inquiries (Written inquiries only)	<p>Email: snap-equipment_submission@adpc.net</p> <p>Any delay in ADPC’s response shall not be used as a reason for extending the deadline for submission, unless ADPC determines that such an extension is necessary and communicates a new deadline to the vendors</p>

Equipment 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 ADPC requirements.

The quotation that complies with all of the specifications and requirements and offers the lowest price and 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 ADPC. The unit price shall prevail, and the total price shall be corrected. If the Vendor does not accept the final price based on ADPC’s re-computation and correction of errors, its quotation will be rejected.

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 ADPC after it has received the quotation. At the time of award of PO, ADPC reserves the right to vary (increase or decrease) the quantity of items, 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 (PO) 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 submitting a quotation implies that the Vendor accepts without

question the General Terms and Conditions of ADPC herein attached as Annex 4.

ADPC is not bound to accept any quotation, not award a PO, not be responsible for any costs associated with a vendor's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

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

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

ADPC implements a zero-tolerance policy on fraud and other proscribed practices and is committed to identifying and addressing all such acts and practices against ADPC and third parties involved in ADPC activities.

Thank you and we look forward to receiving your quotation.





Sincerely yours,








Sisira Madurapperuma, PhD





Director, Preparedness and Climate Actions.





Annex 1: List of Community Action for Disaster Response (CADRE) Standard Equipment and Supplies and Specification

SN		Description of Items	Quantity Required
1		Water Metal Bucket, galvanized metal with handle (10 L capacity min.)	20
2		Metal Crowbar with angled beak, 24-inch (60 cm)	8
3		Fire extinguisher, 20 lbs. dry chemical, Type BC	15
4		Fuel containers (20 L)	4

5		Latex gloves: 100 gloves per box (Unsterile)	3 boxes
6		Large Medic First Responder EMS Trauma Jump Bag W/Dividers - Complete set with first aid supplies	2
7		Pry bar, 6-ft. (1.85 m)	4
8		Galvanized metal tube, 5 cm in diameter x 1.8 meters long	5





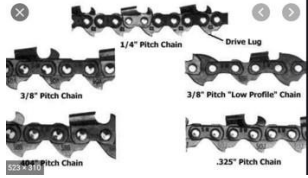
9		Ribbon ½ inch X 18 inches – Green	30
10		Ribbon ½ inch X 18 inches – Red	30
11		Safety vest with reflectorized strips	5
12		Scene Safety tape roll	1 roll
13		Sledgehammer, 4.5–6 kg. (10-12 lbs.)	4





14		Tarpaulin, 4 x 4 meters (minimum)	4
15		Plastic Water Drum 200 Liters capacity	4
16		Heavy-duty work gloves (Standard Adult size)	50 pairs
17		Safety goggles (Standard Adult size)	30

18		Safety helmet with chin strap (industrial or rescue type) (standard adult size)	35
19		Whistle with lanyard	30
20		Wool Blend Blanket Thick 90" by 90" (Queen size)	2
21		Personal Floatation Device (standard adult size)	15






22		<p>Throw Rope Bag with 50 Feet of Floating Reflective Line</p> <ul style="list-style-type: none"> • Made from waterproof 420D nylon that is coated with TPU and features high-frequency welded seams • Includes 50' of durable and strong floating 8mm (5/16") polypropylene braided rope rated for 1750 lbs tensile strength • Rope has a strand of interwoven reflective material, and the bright bag features a reflective logo and band 	4
23		<p>Prestan 4's (Adult CPR Manikin)</p>	2 sets
24		<p>Alternate to Prestan: Buddy Adult CPR Manikin 5 pack</p>	2 sets
25		<p>Infant CPR Manikin CPR Prompt® Training and Practice Manikin (Infant) 5 Pack</p>	2 sets


Annex 2: List of Collapse Structure and Search and Rescue (CSSR) Standard Tools, Equipment and Specification






SN		Description of Items	Qty Required
Tools and Equipment			
1		Bolt-cutter, 14-inch	2
2		Bolt-cutter, 30-inch	2
3		Water Metal Bucket with handle (10L)	4
4		Carpenter's Square, 30-cm minimum length	8
5		Chainsaw replacement chain (compatible with the chainsaw machine)	4

6	 <p>Stihl MS250 Stihl Gas Chainsaw W/ 18" Bar & 3.0 HP</p>  <p>CHAIN SAW MAKITA DCS7301 18 in</p>	<p>Chainsaw, gas or electric, 18-inch (45 cm) min (Brand: Makita or Stihl)</p> <p>(Any brand as per the picture)</p>	4
7		<p>Demolition Hammer bits, <u>flat</u>, 30-45 cm long, 2.5-5 cm wide (compatible to the brand of the machine)</p>	4
8		<p>Demolition Hammer bits, <u>pointed</u> 30-45 cm long (compatible to the brand of the machine)</p>	4

<p>9</p>	 <p>MAKITA HEX DEMOLITION HAMMER HM0810T</p>  <p>Dewalt Demolition Hammer 5Kg</p>  <p>Bosch GSH 500 5 KG Demolition Hammer</p>	<p>Chipping/Demolition hammer, 115V, 10 amps (Brand: Makita, Dewalt/Bosch)</p>	<p>4</p>
<p>10</p>		<p>Circular saw blade replacements, for cutting wood (carbide tip)</p>	<p>4</p>
<p>11</p>	 <p>Bosch CS10 7-1/4-Inch 15 Amp Circular Saw</p>	<p>Circular saw, 15 amps, 26 cm (10 1/4 in) blade (Brand: Makita/Bosch/Dewalt) (Any brand as per the picture)</p>	<p>4</p>





	 <p>MAKITA CIRCULAR SAW 5900B</p>  <p>DEWALT DW384 8-1/4-Inch Circular Saw with Brake and Rear Pivot Depth of Cut Adjustment</p>		
12	 <p>J&P QUALITY TOOLS</p>	Come-along, rescue type, 2 ton capacity min	4
13	 <p>shutterstock</p> <p>www.shutterstock.com · 507428713</p>	Crowbar, 24 inch (60 cm)	4
14		Drill bits (electric) for metal/wood (compatible with the machine) minimum 1.25-cm diameter, 15 cm long	8




15		Drill, electric, reversible w/ 1/2 - inch chuck	4
16		Extension cord, 30 metres long, 15 amp	4
17		Fire Extinguisher, 20 lbs, dry chemical, Type BC	4




18		Galvanized metal tube, 5 cm in diameter x 1.8 meters long	20
19		One Gallon Container	4
20		Generator, portable, 4,000-5,000 watts	4
21		Hacksaw replacement blades	20
22		Hacksaw, 25-30 cm (10-12 inch) blade	5

<p>23</p>	 <p>DeWalt D25334K-QS Rotary Hammer Drill 3KG SDS-Plus 3.5J</p>  <p>MAKITA ROTARY HAMMER MAKITA HR2470</p>  <p>BOSCH 1-3/4" SDS-Max Rotary Hammer, Model RH74</p>	<p>Rotary Hammer drill, 115 V, 10.5 amps (Brand: Makita/Bosch/Dewalt)</p> <p>(Any brand as per the picture)</p>	<p>4</p>
<p>24</p>		<p>Rotary Hammer Drill Bit Masonry Concrete Rock Drill compatible with the brand (5-cm diameter, 40-cm minimum)</p>	<p>8</p>
<p>25</p>		<p>Hammers (standard)</p>	<p>8</p>






26		Hydraulic Jack, 12 - ton capacity	4
27		Keyhole saw, 15-cm blade min	4
28		Levels, 60 - cm (24 inch)	8
29		Portable Hand Lighting equipment with light bulb	4
30		<p>Megaphone Handheld Speaker with batteries</p> <ul style="list-style-type: none"> • Built-in Siren • Microphone with Volume Control • Press-to-Talk Switch 	4






31		Nails, 12 cm long	10 kg
32		Nails, 6 cm long	10 kg
33		Pencils, carpenter's	20
34		Pry bar, 6 ft (1.85m)	12
35		Reciprocating saw replacement blades, for cutting metal	10






36		Reciprocating saw replacement blades, for cutting wood	10
37	 <p>RECIPROCATING SAW MAKITA JR3070CT</p> <p>DEWALT DWE30410 AMP RECIPROCATING SAW</p>	<p>Reciprocating saw, 120 V 4 amps (Brand: Makita/Bosch/Dewalt)</p> <p>(Any brand and size as per the picture)</p>	4
38		Rotary rescue saw / Concrete saw replacement blades for cutting concrete - diamond blade (compatible with the brand)	8





39		Rotary rescue saw / Concrete saw replacement blades for cutting metal - Composite Abrasive (compatible with the brand)	8
40		Rotary rescue saw / Concrete saw replacement blades for cutting wood - carbide tip (compatible with the brand)	2
41		Rotary rescue / Concrete saw (Brand: Makita/Husqvarna/Stihl/Cutters Edge) 30-cm (12-inch) blade	4



			
42		Safety Vest	5
43		Saw, 60-cm blade	5
44		Scene Safety tape roll	150m

45		Shovels, rounded or spade	4
46		Sledgehammer, 4.5-6 kg (10-12 lbs)	8
47		Tape measure 8m/26'	4
48		Tarpaulin, 4 x 4 meters Minimum	8
49		Tarpaulin, 6 x 6 meters Minimum	10

50		Tin snips	4
51		Pliers	2
52		Fan for confined spaces, electric <ul style="list-style-type: none"> • 8" 200 mm Ventilation Fan & 5 m PVC Ducting • Fan Diameter: 8"/200 mm • Duct Diameter: 8"/200 mm • Duct Expands Length: 5 m/16.41 ft • Fan Speed (max): 2800 rpm • Air Delivery: 1500 m³/h • Static Pressure: 245 Pa 	2 units
53		Traffic Safety cones	10
54		Crescent wrench 4 pc Set	2 sets

55		Screwdriver set, slot and Philips head (10 pcs set)	4 sets
Other Supplies and Accessories			
1		Latex gloves (100 gloves per box) each for (Size S, M, L)	3 boxes
2		Oil, 2T cycle oil	4 liters
3		Spray Paint cans, international fluorescent orange	4
4		All-weather chalk / Carpenter chalk	20
Medical Equipment			

1		<p>Spine Board Straps with loop ends. Adjustable Strap with Plastic Quick Safety Straps Release Buckle (5 feet length made of polyester)</p>	6
2		<p>Heavy Duty Spineboard, long</p> <ul style="list-style-type: none"> • with handholds and pins for secure patient strapping and transferring from any angle • High-density polyethylene plastic • Hi-Vis orange PE material • Translucent properties x-ray compatible 	2
3		<p>Head Immobilizer with Strap</p>	2
4		<p>Laerdal Stifneck® Extrication Collars (6 pcs set of different sizes)</p> <ul style="list-style-type: none"> • Baby No Neck • Pediatric • No Neck Adult • Short Adult • Regular Adult • Tall Adult 	2 sets

7		Large Medic First Responder EMS Trauma Jump Bag W/Dividers Complete set with medical supplies	1
17		Safety goggles (Standard Adult size)	30
Wood Supplies			
1		10 cm x 10 cm x 3 m	34
2		5 cm x 10 cm x 3 m	40
3		5 cm x 10 cm x 5 m	15
4		10 cm x 10 cm x 5 m	14
5		1.2 m x 2.4 m x 1.25-1.9 cm (1/2-3/4 in.) plywood sheets	10

Annex 3: Price Schedule and Form for Submitting Quotations

- The vendor shall provide a price schedule. ADPC will award the contract to only one vendor who is found to be substantially responsive and has the lowest evaluated bid.
- The vendor needs to provide details of their quotation as given in the tables below.

FORM FOR SUBMITTING VENDOR'S QUOTATION¹
(This Form must be submitted only using the Vendor's Official Letterhead/Stationery²)

We, the undersigned, hereby accept in full the ADPC General Terms and Conditions and hereby offer to supply the items listed below in conformity with the specifications and requirements of ADPC as per **RFQ Reference No. 116**

TABLE 1: Offer to emergency response equipment

Item No.	Picture of Each Equipment	Items with description (With Technical Specific)	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
Total Final and All-Inclusive Price Quotation						

Please use different tables for different item lists (Ex:-CADRE and CSSR)

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			
Country/ies Of Origin ³ :			
Validity of Quotation			
All Provisions of the ADPC General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

¹ This serves as a guide to the Vendor in preparing the quotation and price schedule.

² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purpose

³ If the country of origin requires an Export License for the SNAP equipment, supplies, and tools being procured, or other relevant documents that the country of destination may require, the vendor must submit them to ADPC if awarded the PO/contract.

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 Vendor's
Authorized Person] [Designation]
[Date]*

Annex 4: General Terms and Conditions

1. ACCEPTANCE OF THE CONTRACT

This PO may only be accepted by the Vendor's signing and returning an acknowledgment copy of it or by timely delivery of the equipment in accordance with the terms of this PO, as herein specified. Acceptance of this PO shall effect - between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this PO, including these General Conditions. No additional or inconsistent provisions proposed by the Vendor shall bind ADPC unless agreed to in writing by a duly authorized official of ADPC.

2. PAYMENT

- 2.1 ADPC shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Contract, make payment within 30 days of receipt of the Vendor's invoice for the equipment 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 ADPC, the Vendor shall submit one invoice in respect of this - / Purchase order, and such invoice must indicate the -PO's identification number.
- 2.4 The prices shown in this PO may not be increased except by express written agreement of ADPC.

3. RISK OF LOSS

Risk of loss, damage to or destruction of the equipment, supplies and tools shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this PO.

4. FITNESS OF Equipment, Supplies and Tools/PACKAGING

The Vendor warrants that the equipment, including packaging, conform to the specifications for the equipment ordered under this PO and are fit for the purposes for which such equipment, supplies and tools are ordinarily used and for purposes expressly made known to the Vendor by ADPC, and are free from defects in workmanship and materials. The Vendor also warrants that the equipment are contained or packaged adequately to protect the equipment.

5. INSPECTION

- 5.1 ADPC shall have a reasonable time before and after delivery of the equipment to inspect them and to reject and refuse acceptance of equipment not conforming to this PO; payment for equipment pursuant to this PO shall not be deemed an acceptance of the equipment.
- 5.2 Inspection prior to shipment does not relieve the Vendor from any of its contractual obligations.

6. INTELLECTUAL PROPERTY INFRINGEMENT

The Vendor warrants that the use or supply by ADPC of the equipment sold under this PO does not infringe any patent, design, trade-name or trade-mark. In addition, the Vendor shall, pursuant to this warranty, indemnify, defend and hold ADPC harmless from any actions or claims brought against ADPC pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the equipment sold under this PO.

7. RIGHTS OF ADPC

In case of failure by the Vendor to fulfil its obligations under the terms and conditions of this PO, including but not limited to failure to obtain necessary export licenses, or to make delivery of all or part of the equipment by the agreed delivery date or dates, ADPC may, after giving the Vendor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- 7.1 Procure all or part of the equipment from other sources, in which event ADPC may hold the Vendor responsible for any excess cost occasioned thereby.
- 7.2 Refuse to accept delivery of all or part of the equipment.
- 7.3 Cancel this PO without any liability for termination charges or any other liability of any kind of ADPC.

8. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Vendor will be unable to deliver the equipment, the delivery date(s) stipulated in this PO, the Vendor shall (i) immediately consult with ADPC to determine the most expeditious means for delivering the equipment, supplies and tools and (ii) use an expedited means of delivery, at the Vendor's cost (unless the delay is due to Force Majeure), if reasonably so requested by ADPC.

9. ASSIGNMENT AND INSOLVENCY

- 9.1 The Vendor shall not, except after obtaining the written consent of ADPC, assign, transfer, pledge or make other disposition of this PO, or any part thereof, or any of the Vendor's rights or obligations under this PO.

- 9.2 Should the Vendor become insolvent or should control of the Vendor change by virtue of insolvency, ADPC may, without prejudice to any other rights or remedies, immediately terminate this Contract by giving the Vendor written notice of termination.

10. USE OF ADPC NAME OR EMBLEM

The Vendor shall not use the name, emblem or official seal of ADPC for any purpose.

11. PROHIBITION ON ADVERTISING

The Vendor shall not advertise or otherwise make public that it is furnishing equipment or services to ADPC without specific permission of ADPC in each instance.

12. CHILD LABOUR

The Vendor 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 that 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 ADPC to terminate this PO immediately upon notice to the Vendor, without any liability for termination charges or any other liability of any kind of ADPC.

13. SETTLEMENT OF DISPUTES

13.1 **Amicable Settlement.** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this vendor 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 ADPC Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

13.2 **Arbitration.** Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this vendor 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 Arbitration Rules of the Thai Arbitration Institute, Office of the Judiciary applicable at the time of submission of the dispute to arbitration and the conduct of the arbitration thereof shall be under the auspices of the Thai Arbitration Institute. The arbitral tribunal shall consist of three arbitrators. The seat of arbitration is Bangkok, Thailand. 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.

14. OFFICIALS NOT TO BENEFIT:

The vendor warrants that no official of ADPC, DMC and DPRD, MoH has received or will be offered by the vendor any direct or indirect benefit arising from this PO or the award thereof. The vendor agrees that breach of this provision is a breach of an essential term of this PO.

15. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of ADPC, only the ADPC Authorized Official possess the authority to agree on behalf of ADPC to any modification of or change in this PO, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the vendor. Accordingly, no modification or change in this PO shall be valid and enforceable against ADPC unless provided by an amendment to this PO signed by the ADPC Authorized Official.