



REQUEST FOR QUOTATION (RFQ)

DATE: September 15, 2017
REFERENCE: LEB/CO RFQ/166/17

Dear Sir / Madam:

We kindly request you to submit your quotation for **Fishing trammel nets and Long lines nets**, 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 September 29, 2017 at 3:00 p.m. Beirut Local Time and via e-mail, or via courier mail or by hand to the address below:**

United Nations Development Programme
Procurement Unit, UNDP Lebanon
Room # 310, 3rd Floor
Arab African International Bank Building, Riad El Solh Street
Nejmeh, Beirut 2011 5211, Lebanon
Tel: +961 1 962 500
Fax: +961 1 962 491
E-mail: lb.bidding@undp.org

Quotations submitted by email must be limited to a maximum of 8 MB, virus-free and no more than 2 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.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s.

Delivery Terms [INCOTERMS 2010]	DDP, Delivered Duty Paid: Delivery at Place and Customs Paid
Customs clearance, if needed, shall be done by:	Supplier in coordination with UNDP
Exact Address/es of Delivery Location/s	All kits shall be fully delivered to the Fishermen Syndicate Building at the Port of Tyre, South Lebanon
UNDP Preferred Freight Forwarder, if any	Not Applicable
Distribution of shipping documents (<i>if using freight forwarder</i>)	Not Applicable
Latest Expected Delivery Date and Time (<i>if delivery time exceeds this, quote may be rejected by UNDP</i>)	<input checked="" type="checkbox"/> Within 2 months from the issuance of the Purchase Order.
Delivery Schedule	<input checked="" type="checkbox"/> Required
Packing Requirements	Please refer to the attached Scope of Works.
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes
After-sales services required	Should any product fail to meet the set requirements of the specifications, the vendor shall replace the items within 10 days following the delivery.
Deadline for the Submission of Quotation	Friday, September 29, 2017 at 3:00 p.m. Beirut Local Time
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Company Profile, which should not exceed fifteen (15) pages, including Data sheets, Catalogues and certificates of conformity for the main components relevant to the goods/services being procured; <input checked="" type="checkbox"/> A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users; <input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past three (3) years (2014, 2015 and 2016).

	<p><input checked="" type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer);</p> <p><input checked="" type="checkbox"/> Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer);</p> <p><input checked="" type="checkbox"/> Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods".</p> <p><input type="checkbox"/> Patent Registration Certificates (if any of technologies submitted in the quotation is patented by the Supplier);</p> <p><input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;</p> <p><input checked="" type="checkbox"/> Proof of after-sales service capacity.</p> <p><input checked="" type="checkbox"/> Interested bidders are requested to provide <u>on or before the deadline</u>, with their offers, the following samples for the evaluation:</p> <p>a. One sample of each of the following items:</p> <ul style="list-style-type: none"> - 1 piece of trammel nets 20mm; - 1 piece of trammel nets 22mm; - 1 piece of trammel nets 24mm; - 1 piece of Nylon line rope; - 1 piece of Silk line; - 1 piece of Nylon monofilament line of any diameter; - 1 box of Stainless Steel Hooks of any size. <p><input checked="" type="checkbox"/> Picture showing the way of packaging of each kit (to include all the items per kit as listed in the List of required items and technical specifications (Annex 1 below), that the bidder is going to use.</p> <p><input checked="" type="checkbox"/> The Name of the manufacturing company(ies), the country of origin, and the year of manufacture of the nets and other goods;</p> <p><input checked="" type="checkbox"/> All datasheets and standards certificates of the proposed goods;</p> <p><input checked="" type="checkbox"/> proof that the vendor must have minimum 5 years of previous experience in supplying fishing nets and equipment.</p>
Period of Validity of Quotes starting the Submission Date	<p><input checked="" type="checkbox"/> 90 days</p> <p>In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.</p>
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<p>The payment currency is USD, and the payment will be made as follows:</p> <p>100% upon complete delivery of goods value at designated site, within 30 days from receipt and acceptance of related invoices and documentation.</p>

Performance Security	Not applicable
Liquidated Damages	Not applicable
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <input checked="" type="checkbox"/> Full acceptance of the PO General Terms and Conditions <input checked="" type="checkbox"/> Earliest Delivery / Shortest Lead Time
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 Purchase Order if the delivery/completion is delayed by one (1) week. <input checked="" type="checkbox"/> Others, refer to Annex 3 – General Terms and Conditions
Conditions for Release of Payment	<input checked="" type="checkbox"/> Items Passing Inspection Test <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements
Annexes to this RFQ	<input checked="" type="checkbox"/> Scope of Works (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions (Annex 3) 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) ¹	UNDP Lebanon Procurement Unit Email: lb.bidding@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.
No. of copies of quotation that must be submitted (if by courier or hand)	Original: One Copy: One

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.

¹ 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.

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, 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 Contract 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, 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 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,

Andreas Lehnert
Head of Procurement Unit
September 15, 2017

Scope of Works

PROVISION OF 470 FISHING KITS TO LEBANESE AND PALESTINIAN FISHERMEN IN TYRE

Project name: Improving Living Conditions in Palestinian Gatherings Host Communities
Project ID: 00097505
Type of Competition: National competition
Type of Contract: Purchase Order.

1. Background

The coastal area of Tyre is characterized by traditional fishing; according to official data, 400 to 550 fishermen and about 250 small boats are involved in this business. These are Lebanese dwellers as well as Palestinian refugees who live in Tyre and its surrounding Palestinian Gatherings and aim to support their families through fishing as a main source of income. In the past, fishermen used nets with small openings (<20mm) to increase the fishing yield and consequently their revenues. In addition to the use of pesticides and explosives, these practices led to the deterioration of the marine biodiversity. In order to restore and maintain the fishing resources and maritime life, the Ministry of Agriculture in Lebanon issued new regulations impeding the use of pesticides and explosives in the fishing activities and imposing the use of nets with large openings (>20mm).

Given the lack of financial resources, many of the Palestinian fishermen and Lebanese fishermen in Tyre and its surrounding Palestinian Gatherings could not replace their old nets with new ones complying with the new regulations. As results, the fishermen community has been suffering from reduction of household income, deterioration of living conditions and social tensions. In order to contribute to addressing this condition, the UNDP project “Improving Living Conditions in Palestinian Gatherings Host Communities”, which falls under the Crisis Prevention and Recovery (CPR) portfolio, aims at providing a total of 470 fishermen living in Tyre with nets that comply with the regulations of the Ministry of Agriculture and necessary fishing equipment.

2. OBJECTIVES

The technical specifications were developed to purchase fishing kits to support the Fishermen in Tyre Coast and improve their capacity.

3. List of required items and technical specifications

Provision of fishing kits complying with the following technical specifications:

Item #	Name of product	Quantity	Technical specifications and standards
1	Fish trammel nets set A (شبكة مبطنة)	249 kits	Each kit should include the following items: 1) 3 pieces of trammel nets with the following specifications: - Standard length of 100 m without knitting - Total height: 1.8 m - Mesh size 20 mm - Nylon filament with twine (line thickness) of 0.2 mm 2) 4 pieces of trammel nets with the following specifications: - Standard length of 100 m without knitting - Total height: 2.00 m - Mesh size 22 mm - Nylon filament with twine (line thickness) of 0.2 mm 3) 3 pieces of trammel nets with the following specifications: - Standard length of 100 m without knitting - Total height: 2.00 m - Mesh size 24 mm - Nylon filament with twine (line thickness) of 0.2 mm 4) Nylon line rope 10 kg (for upper and lower); length 200 m and diameter 4 mm 5) Silk line 10 kg (for upper and lower lines); length 200 m and diameter 4 mm
2	Fish trammel nets set B (شبكة مبطنة)	25 kits	Each kit should include the following items: 1) 3 pieces of trammel nets with the following specifications: - Standard length of 100 m without knitting - Total height: 1.8 m - Mesh size 20 mm - Nylon filament with twine (line thickness) of 0.2 mm 2) 3 pieces of trammel nets with the following specifications: - Standard length of 100 m without knitting - Total height: 2.00 m - Mesh size 24 mm - Nylon filament with twine (line thickness) of 0.2 mm 3) Nylon line rope 10 kg (for upper and lower lines); length 200 m and diameter 4 mm.

			4) Silk line 10 kg (for upper and lower lines); length 200 m and diameter 4 mm.
3	Long lines nets (شرك و صنانير)	196 kits	Each kit should include the following items: 1) Nylon monofilament line diameter 0.5 mm: 2 Kg 2) Nylon monofilament line diameter 0.6 mm: 2 Kg 3) Nylon monofilament line diameter 0.7 mm: 2 Kg 4) Nylon monofilament line diameter 0.8 mm: 2 Kg 5) Nylon monofilament line diameter 0.9 mm: 2 Kg 6) Stainless steel hooks N° 10: 7 boxes (each box contains 100 hooks) 7) Stainless steel hooks N° 11: 7 boxes (each box contains 100 hooks) 8) Stainless steel hooks N° 12: 7 boxes (each box contains 100 hooks) 9) Stainless steel hooks N° 14: 7 boxes (each box contains 100 hooks)

Additional notes:

- Nylon ropes should be tolerant to saline water.
- All goods and materials should be new, unused items, with good quality standards.

4. Related Services

Each fishing kit shall be packed in one sealed reinforced plastic bag which size shall fit to include all its items as listed above in section 3.

All kits should be packed in an adequate manner to ensure protection against damages from storage and carriage.

UNDP will provide the bidder with UNDP logo(s) stickers. The bidder is responsible to label the kits with the logo(s) provided by UNDP.

5. Delivery Terms

Incoterms 2010, DDP, Delivered Duty Paid: Delivery at Place and Customs Paid.

All kits shall be fully delivered to the Fishermen Syndicate Building at the Port of Tyre, South Lebanon, and within 2 months from contract signature.

Kits will be inspected at place by UNDP for approval and goods acceptance.

6. Firms qualifications

The vendor must have minimum 5 years of previous experience in supplying fishing nets and equipment.

7. Vendor's responsibility for rejected or returned products

Should any product fail to meet the set requirements of the specifications, the vendor shall replace the items within 10 days following the delivery.

8. Payment terms

100% of the Purchase Order shall be paid upon satisfactory completion of Delivery of all goods and related services and UNDP acceptance.

9. Submittal requirements:

Interested bidders are requested to provide **on or before the deadline**, with their offers, the following requirements for the evaluation:

b. One sample of each of the following items :

- 1 piece of trammel nets 20mm;
- 1 piece of trammel nets 22mm;
- 1 piece of trammel nets 24mm;
- 1 piece of Nylon line rope;
- 1 piece of Silk line;
- 1 piece of Nylon monofilament line of any diameter;
- 1 box of Stainless Steel Hooks of any size.

c. Picture showing the way of packaging of each kit (to include all the items per kit as listed in section 3) that the bidder is going to use.

d. The Name of the manufacturing company(ies), the country of origin, and the year of manufacture of the nets and other goods;

e. All datasheets and standards certificates of the proposed goods;

f. Audit reports and turnovers for 2014, 2015 and 2016.

-Triphase input

- Supplier to confirm if the proposed unit will fit in the available space (4x4) shown in annex A. layout drawing shall be provided for confirmation.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION²
(This Form must be submitted only using the Supplier's Official Letterhead/Stationery³)

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. LEB/CO RFQ/166/17:

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

#	Item Name	Quantity	Unit Price (US\$)	Total Price (US \$)
1	Fish trammel nets set A (شبكة ميطن)	249		
2	Fish trammel nets set B (شبكة ميطن)	25		
3	Long lines nets (شرك و صنانير)	196		

Customs Fees US\$	
Total Price US\$ (DDP, exclusive of VAT)	
VAT (10%) US\$ (if applicable)	
Grand Total Price US\$ (DDP, inclusive of VAT)	

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

Other Information pertaining to our Quotation are as follows :	Your Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Delivery Lead Time			
Estimated weight/volume/dimension of the Consignment:			

² This serves as a guide to the Supplier in preparing the quotation and price schedule.

³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Country/ies Of Origin ⁴ :			
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.

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

[Designation]

[Date]

⁴ *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.*

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.