

REQUEST FOR QUOTATION (RFQ) (Goods)

NAME & ADDRESS OF FIRM	DATE:January 28, 2018	
	REFERENCE: UNDP-SYR-RFQ-006-18	

Dear Sir / Madam:

We kindly request you to submit your quotation for the supply of 10 Trailers, 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 February 11,2018 or at 14.00 and via *e-mail, or courier mail* to the address below:

United Nations Development Programme

Mezzeh ,West Villas,Gazawi street No. 8 Attn:Shouaib Al Khuder, Procurement Assistant *E-mail: Syria.bids@undp.org*

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

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

Delivery Terms [INCOTERMS 2010]	☑DAP
Customs clearance, if needed, shall be done by:	☑Supplier/Offeror
Exact Address/es of Delivery Location/s (identify all, if multiple)	Aleppo City
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents.	N/A
Latest Expected Delivery Date and Time	☑90 days from the issuance of the Purchase Order (PO)
Delivery Schedule	☑Not Required
Packing Requirements	N/A
Mode of Transport	⊠LAND
Preferred	☑United States Dollars
Currency of Quotation	However, for local supplier's payments will be in Syrian Pounds at the prevailing UN exchange rate at the date of the invoice.
Value Added Tax on Price Quotation	☑Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	☑Warranty on Parts for minimum period of One Year including required maintenance.
Performance security	☑ Required Amount: 10% of Contract Value Form: See Enclosed Form for Performance Security, or Certified Check
Deadline for the Submission of Quotation	,Sunday, February 11, 2018 and at or before 02:00 PM Damascus time
All documentations, including catalogs, instructions and operating manuals, shall be in this language	☑ English ☑ Arabic
Documents to be submitted	☑ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; ☑ Latest Business Registration Certificate;

	✓ Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; ✓ Confirmation of Warranty on Parts for minimum period of One Year including required maintenance. ✓ Vendor form annex 4
Period of Validity of Quotes starting the Submission Date	☑ 60 days 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.
Partial Quotes	☑Not permitted.
Payment Terms	☑100% upon complete delivery of goods and within 30 DAYS upon complete delivery of goods.
Liquidated Damages	Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.1 % from the contract value for each day of delay. Max. no. of days of delay:15 Next course of action: Termination of Contract.
Evaluation Criteria	☑Technical responsiveness/Full compliance to requirements and lowest price. ☑Full acceptance of the PO/Contract General Terms and Conditions.
UNDP will award to:	☑One and only one supplier.
Type of Contract to be Signed	☑Purchase Order.
Special conditions of Contract	☑Cancellation of PO/Contract if the delivery/completion is delayed by 15.
Conditions for Release of Payment.	☑Written Acceptance of Goods based on full compliance with RFQ requirements.
Annexes to this RFQ	✓ Specifications of the Goods Required (Annex 1) ✓ Form for Submission of Quotation (Annex 2) ✓ General Terms and Conditions / Special Conditions (Annex 3). ✓ Others Vendor Form Annex 4) Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.

Contact Person for Inquiries
(Written inquiries only)¹

Shouaib Al Khuder

Procurement Assistant
Shouaib.alkhuder@undp.org

Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

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

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

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

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

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

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

¹This 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.

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,

Mirvat Hammoud

Head Of Procurement Unit
January 28, 2018

Technical Specifications

	Technical Specifications			
Latest Delivery Date	Description/Specifications of Goods	Unit	QTY	Items to be supplied
Three months from contract signature	Trailer - Manufactured locally Towed by tractor single axle in accordance with the following specifications: Trolley dimensions: Length 3 m, width 2 m, height of box 1.25 m. Chassis: Chassis should be manufactured from at least or equivalent to 120U mm section with frame connector (equipped with required draw/cross bars to carry the frame) to withstand minimum a load of 20 tons with the studs required for hydraulic lift installation as shown in Figure 1. Axle: The axle to hold a minimum 20 tons load. Installed to maintain a 2/3 ratio in the trailer dimensions between the front and rear (1/3 distance to the rear and 2/3 to front) in addition for the axle hub to be equipped with brake system. Tires Rims: Two new rims size 20" Wheels: Two new tires fit with 20" rim size global made Box: Upper chassis: 7 Streams 120U mm.1 in axle and one on each side and two spread/laid in the remaining space/distance from each side used primarily to strengthen the center lifter. Streams to be provided to front and rear sides 120U mm. as shown in Figure 2. The box floor/ground: Ribbed iron sheets 6 mm thickness to be well attach/prove well with the streams net. Box Body: Thermal galvanized painting Sides/Edges: 3 sides of 6 mm supported with a stream from below to connect with the floor.	EA	10	Trailer

Also a stream on the top at the end of the box with the separation streams channel in the Middle.

Streams /water tubes shaped U of 50 mm size. These streams to connect with vertical ducts space 750 mm as shown in Figure 3. **Back door:** Has the same structure as the sides and proved/attached using solid hinges to the floor as shown in # 5 in Figure 1.

Tug/Tow bar: Tow bar manufactured using streams/ducts shaped U of 120 mm and by a triangular shaped base associated/connected with chassis and its end connected/attached using the tractor screw hanger as shown in Figure 1 in order to preserves the horizontal level of the cart while connecting to tractor. In addition to fix column with retractable base for upload and download to enable parking the vehicle even if not attached/connected to the tractor.

Hydraulic circuit:

Hydraulic lifter (Piston) attach/prove roughly in the middle of the cart in order to enable minimum 60-degree angle lift.

Lift capacity greater than 20 tones.

Proves/attach on a solid base to the chassis (as shown in Figure 1 and 2).

Attach to a pressure hose set on the chassis and then the tow bar/Tug and provided with a connecting head/outlet to link with the hydraulic circuit in tractor.

The connecting head/outlet must be in accordance with international standards (ISO). The hydraulic circuit must be provided with the necessary valves such as the lift stopper valve at a certain limit and also provided with other required supplies.

Brakes:

Trailer must be equipped with hydraulic brake system (disk) with the pressure hose required to link with the brake circuit in tractor. The connecting head/outlet must be in accordance with international standards (ISO). Lighting:

	Trailer must be supplied with rear lights. Each side must have bulb light, a right and left signal light, and a brake light plugged to a cable connected to tractor. The cable should be attached to tractor chassis. In addition, the rear side of trailer/cart should be equipped with 2 reflectors. Any absence in specifications does not relieve the manufacturer to provide or complete to ensure the trailer to work as required.		
تسليم الألات خلال ثلاثة أشهر	عربة قلاب (تريلا) مصنعة محليا" التالية: التالية: طول 3 م، عرض 2 م، ارتفاع الصندوق الأساسي: 1.25 الشاسيه: من تشبيكة الهيكل (مزود بالعوارض اللازمة ليحمل الصندوق) بحيث يتحمل حمولة 20 طن كحد أدنى مع تشبيكة الهيكل (مزود بالعوارض اللازمة ليحمل الصندوق) بحيث يتحمل حمولة 20 طن كحد أدنى مع الشين الشكل / المعامات اللازمه لتركيب هيدروليك الرفع. كما يبين الشكل / المحور يتناسب مع حمولة 20 طن كحد أدنى . يركب بحيث يحافظ على نسبة 2/3 في أبعاد المقطورة بين نهايتها وأولها محور بنظام فرملة . (أي 1/3 المساقة للخلف وثلثين للأمام) وعلى أن يزود المحور بنظام فرملة . المحور بنظام فرملة . الإطارات: فياس 20 جديد عدد 2 الإطارات: مسنحة عالمية عالمية والولها الصندوق: من شركة عالمية عالمية حراري مغلفن واحده في المصور وواحده في كل طرف جانبي واثنتان واحده في المسافه الباقيه من كل جنب وتستخدمان بشكل واحده في المسافي الباقيه من كل جنب وتستخدمان بشكل والخافي بمجاري / ال 120 مم / . كما يبين الشكل / 2/ أساسي لتدعيم مركز الرفع كما يزود الطرفين الأمامي والخافي بمجاري / 1/2 مم / . كما يبين الشكل / 2/		عربة قلاب (تريلا)

- أرضية الصندوق: صاج مضلع سماكة 6 مم (سندويش صاج مشش) يثبت بشكل جيد مع شبكة المجاري.
- الجوانب (ثلاث جوانب) : 6 مم مدعم بمجراية من الأسفل عند الاتصال مع الأرضية ومجراية من الأعلى بنهاية الصندوق مع مجراية في الوسط ، المجاري على شكل حرف U 50 مم. وتربط هذه المجاري مع مجاري شاقرلية بخطوة (مسافة) 750 مم كما يبين الشكل 3.
 - الباب الخلفي: له نفس تركيب الجوانب ويتم تثبيته بمفصلات متينة في الأرضية (رقم 5 في الشكل 1)
 - الساحبة: تصنع الساحبة من مُجاري على شكل حرف U U 120 مم وعلى شكل مثلث قاعدته ترتبط بالشاسيه ونهايته ببرغي التعليق بالجرار (الشكل 1). على أن يحافظ على مستوى أفقي للعربة أثناء تعليقه بالجرار ويزود بثابت عمود مع قاعدته قابل للرفع والتنزيل للحفاظ على وقوف العربة أثناء عدم ربطها بالجرار.

دارة الهيدروليك:

رافع هيدروليكي (بستون) يثبت في منتصف العربة تقريبا بحيث يؤمن رفع لزاوية 60 درجة كحد أدنى ، وذو استطاعة رفع أكبر من 20 طن ، ويثبت على قاعدة متينة على الشاسيه (كما يبين الشكل 1 و2) ويربط بخرطوم ضغط يثبت على الشاسيه ومن ثم الساحبة ومزود برأس وصل لوصله مع دارة الهيدروليك في الجرار. رأس الوصل يجب أن يتناسب مع المواصفات العالمية (إيزو). يجب أن تزود الداره بالصمامات اللازمه صمام توقف الرفع عند حد معين وباقي اللوزم.

الفرامل:

يجب أن تزود العربة بنظام فرملة هيدروليكي (طنبور أو ديسك) مع خرطوم الضغط اللازم لوصله مع دارة الفرامل في الجرار . رأس الوصل يجب ان يتناسب مع المواصفات العالمية (إيزو)

الإنارة:

تزود العربة بضوء خلفي بكل جانب يحوي لمبة إنارة خفيفة ولمبة إشارة يمين وشمال و لمبة فرامل موصولة بكبل إلى الجرار ويثبت الكابل على الشاسيه كا يجب أن تزود الجهة الخلفية للعربة بعواكس عدد 2.

إن أي نقص في المواصفات لا يعفي الصانع من استكمالها بحيث تؤدى العمل المطلوب منها

يشترط على العارض الالتزام بما يلى:

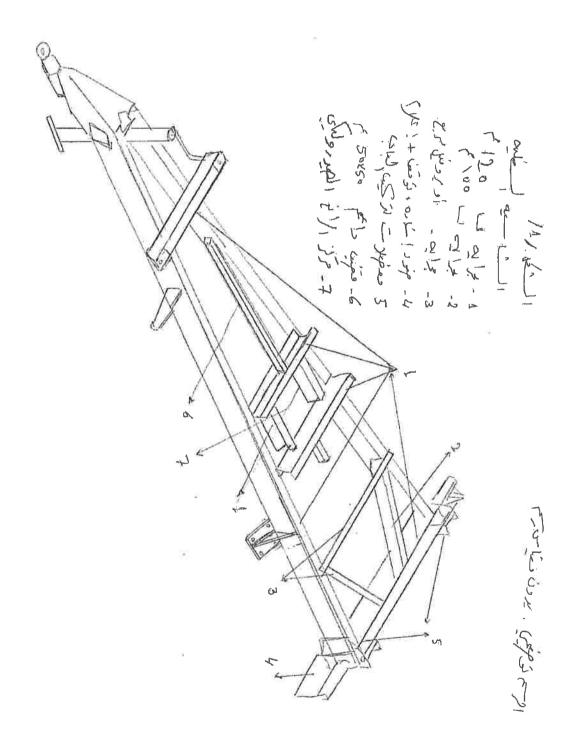
- 1. مدة التنفيذ ثلاثة أشهر تبدء من تاريخ توقيع العقد مع برنامج الأمم المتحدة الإنمائي في سورية.
 - 2. على العارض تقديم كفالة لمدة لاتقل عن سنة تتضمن الصيانة اللازمة.
 - 3. على العارض تسليم الآليات لبرنامج الأمم المتحدة الانمائي في مدينة حلب،
- 4. يتم خصم واحد بالألف عن كل يوم تأخير من قيمة العقد على أن لا تتجاوز مدة التأخير أكثر من 15 يوم.
 - يتم الصرف على دفعة واحدة عند استلام الأليات وحسب الكميات المحددة في دفتر الشروط.
 - جميع إجراءات التعاقد ستتم وفق أنظمة برنامج الأمم المتحدة الإنمائي في سورية.

Conditions:

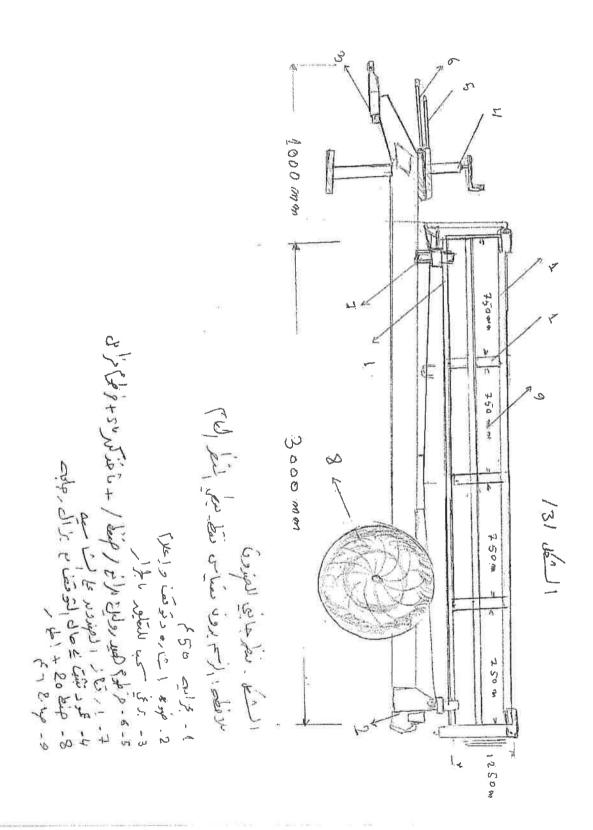
Vendors should comply with the following:

- **1.** Execution period is three months starting from the date of contract signature with the United Nations Development Program in Syria.
- **2.** The vendor should present a warranty no less than one year for the purchased equipment including the necessary maintenance.
- **3.** The vendor should deliver the equipment to UNDP in Aleppo city.
- **4.** There would be a one per thousand deductions from the contract value, upon each day of delay, granting the delay duration should not exceed fifteen days.
- **5.** Payment shall be paid in one installment after the delivery of equipment as per the agreed quantities listed in the conditions book.

All contractual procedures are subject to the UNDP regulations



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FORM FOR SUBMITTING SUPPLIER'S QUOTATION

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery²)

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. UNDP-SYR-RFQ-006-18:

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

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item	
1	Trailer	10	90 days			
	Total Prices of Goods ³					
	Add : Cost of Transportation					
	Add : Cost of Insurance					
	Add: Other Charges (pls. specify)					
	Total Final and All-Inclusive Price Quota	ation, DAP				

TABLE 3: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our	Your Responses			
Quotation are as follows:	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:				
Country/ies Of Origin:				
Warranty and After-Sales Requirements				
 a) Minimum one (1) year warranty including required maintenance. 				
Validity of Quotation				

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

³Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

All Provisions of the UNDP General Terms and Conditions		
Other requirements [pls. specify]		

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

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

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

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

2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
 - 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes

expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

- 7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
- 7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

- 9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- 9.2 Refuse to accept delivery of all or part of the goods.
- 9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to <u>Force Majeure</u>), 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.

FORM FOR PERFORMANCE SECURITY⁴

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)

To: UNDP

[Insert contact information as provided in Data Sheet]

WHEREAS [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. Click to enter dated Click to enter, to deliver the goods and execute related services Click here to enter text. (hereinafter called "the Contract"):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [amount of guarantee] [in words and numbers], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee as aforesaid] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 day from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date	***************************************
Name of Bank	
Address	

⁴ If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Bidder's Bank will issue shall use the contents of this template