

DATE: February 6, 2018
REFERENCE: <b>LBN/CO RFQ/27/18</b>

Dear Sir / Madam:

We kindly request you to submit your quotation **for Sound System Equipment services (Long Term Agreement)** 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 21, 2018 at 2:00 p.m. Beirut Local Time** and via email 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](mailto:lb.bidding@undp.org)**

Quotations submitted by email must be limited to a maximum of 8 MB, virus-free. 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.

## ANNEX 1

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

Delivery Terms [INCOTERMS 2010]	Not Applicable
Customs clearance, if needed, shall be done by:	Supplier
Exact Address/es of Delivery Location/s	Within Beirut, and different regions in North, South, Bekaa and Mount 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 10 days from the issuance of the Purchase Order.
Delivery Schedule	<input checked="" type="checkbox"/> Not Required
Packing Requirements	Please refer to the attached Schedule of Requirements and Technical Specifications.
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 (if applicable) and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> Warranty Not Applicable <input checked="" type="checkbox"/> Technical Support <input checked="" type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair
Deadline for the Submission of Quotation	<b>Wednesday, February 21, 2018 at 3:00 p.m. Beirut Local Time</b>
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;

	<p> <input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including Data sheets, Catalogues and certificates of conformity for the main components relevant to the goods/services being procured;         </p> <p> <input checked="" type="checkbox"/> Quality Certificates (ISO, etc.);         </p> <p> <input checked="" type="checkbox"/> Latest Business Registration Certificate;         </p> <p> <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past two (2) years;         </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"/> VAT Registration Certificate (if applicable);         </p> <p> <input checked="" type="checkbox"/> List of similar projects showing at least 3 years of experience of the offeror; including references of top 3 clients         </p> <p> <input checked="" type="checkbox"/> Other requirements:           <ul style="list-style-type: none"> <li>• At least five years of operation in the market</li> <li>• Proven experience of handling at least three official governmental and/or NGO events with high level representations in the last 10 years</li> <li>• Experienced staff (Sound Engineer and Sound Technician with a minimum of 5 years' experience each in operating the requested equipment in events) copy of their CVs is required to be submitted with the offers.</li> </ul> </p>
Period of Validity of Quotes starting the Submission Date	<p> <input checked="" type="checkbox"/> 120 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	<p> <input checked="" type="checkbox"/> Not permitted         </p>
Payment Terms	<p>The payment currency is USD, and the payment will be made as follows:</p> <p>100% upon LHSP confirmation of the following:</p> <ul style="list-style-type: none"> <li>➤ Successful delivery of the equipment and service delivery at the designated project site.</li> <li>➤ Equipment passing inspection and being fully compliant with specifications and service requirements</li> <li>➤ Receipt of official invoice</li> </ul> <p>Within thirty (30) calendar days after the date of the satisfactory certificate of completion for the respective delivery requirements and Testing and Acceptance issued by the UN assigned entity.</p>

Performance Security	<input checked="" type="checkbox"/> Not Required
Liquidated Damages	<input checked="" type="checkbox"/> Not Required
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <input checked="" type="checkbox"/> Full acceptance of the Contract General Terms and Conditions <input checked="" type="checkbox"/> Earliest Delivery / Shortest Lead Time
UNDP will award to:	<input checked="" type="checkbox"/> The LTAs will be awarded per lots:  Lot 1: Sound System with Translation Booth Lot 2: Tour guide System (Translation system without booth)  Multiple vendor LTAs will be awarded per lots and the contract (Purchase Order) will be assigned to the LTA holder offering the lowest price. The second LTA per lot is only for backup purposes in case that the technical compliant lowest bidders has already contractual commitments in the day UNDP requires the services.
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of Contract if the delivery/completion is delayed <input checked="" type="checkbox"/> Others, refer to Annex 3 – General Terms and Conditions
Conditions for Release of Payment	<input checked="" type="checkbox"/> Successful Completion of Requested Services <input checked="" type="checkbox"/> Testing <input checked="" type="checkbox"/> UNDP Acceptance
Annexes to this RFQ	<input checked="" type="checkbox"/> Schedule of Requirements and Technical Specifications (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions (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) <sup>1</sup>	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	Original: One Copies: One

<sup>1</sup> 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.

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

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

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

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

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract, 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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your quotation.

Sincerely yours,

**Andreas Lehnert**  
**Procurement Specialist**  
**February 6, 2018**

## **SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS**

### **LTA for Sound System Equipment (6)**

**Project Title: Lebanese Host Community Support Project (LHSP).**

**Although the request is specifically linked to LHSP project, other units within the UNDP can also request the services.**

**Period of assignment/services: Two (2) years**

**Is this an LTA (yes/no): Yes**

#### **1. Background**

UNDP Social and Local Development Programme (SLD) focuses on eradicating poverty, strengthening local capacities and supporting government policies for development. The Programme targets four regions across Lebanon with solid and diversified networks and partnerships within the four targeted-regions (South Lebanon, North Lebanon, Bekaa region and Mount Lebanon).

UNDP's support in the area of poverty reduction focuses on policy and operational support. At the upstream level, UNDP provides policy advice for the development of national policies for social development and poverty reduction, in addition to building the country statistical database for poverty measurement and monitoring. At the downstream level, UNDP supports the implementation of local development/ local governance initiatives in four areas of the country.

#### **2. Scope of work, responsibilities and description of the proposed analytical work**

UNDP Social and Local Development Programme wish to make a long-term agreement with Three interpretation, translation and sound system equipment rental companies (for each lot) for a duration of two years. An extension for one additional year is possible if required by UNDP. The company(ies) will provide UNDP with sound systems, and/or live interpretation equipment (including booth, and headsets) to be used during SLD events. The equipment has to be operating in good conditions.

#### **3. Expected Outputs and deliverables**

As per the request of the LHSP-SLD Senior Communication Officer and under his supervision, the company will be providing the equipment to the requested events and on time. Professional appearance and attitude are essential during all events. In addition the staff company must arrive at least 1 hour prior to the event schedule and having all the setup ready and tested at least 30 minutes prior to the event.

#### **4. Institutional arrangements**

The company will work under the direct supervision of the LHSP - SLD Senior Communication Officer.

5. Duration of work

Two years based on satisfactory performance of services.

6. Duty station

The company will be available to deliver its equipment and operate it all over Lebanon (Beirut, North, South, Bekaa, and Mount Lebanon).

7. Requirements for experience and qualifications

At least five years of operation in the market

Proven experience of handling at least three official governmental and/or NGO events with high level representations in the last 10 years

Experienced staff (Sound Engineer and Sound Technician with a minimum of 5 years' experience each in operating the requested equipment in events) copy of their CVs is required to be submitted with the offers

8. Scope of Price Proposal and Schedule of Payments

The company shall be paid upon completion of the daily provision of its services.

Fees must be all-inclusive (professional fees, travel costs, living allowances, communications, consumables); and any additional assistants needed if applicable.

The company must take into consideration transportation fees to any location within the Lebanese territory.

Recommended Presentation of Offer

Interested companies must submit their offer(s) to one or both lots (partial lots are not accepted):

LOT 1: Sound System with Translation Booth

OUTSIDE BEIRUT	Up to 50 Headsets 1 hour event	Up to 100 Headsets 1 hour event in Beirut	More than 100 Headsets 1 hour event in Beirut	Up to 50 Headsets 2 hour event in Beirut	Up to 100 Headsets 2 hour event in Beirut	More than 100 Headsets 2 hour event in Beirut
- Translation Booth - Infrared headphone receivers						



- Infrared power radiator - Infrared modulator						
BEIRUT	Up to 50 Headsets 1 hour event	Up to 100 Headsets 1 hour event in Beirut	More than 100 Headsets 1 hour event in Beirut	Up to 50 Headsets 2 hour event in Beirut	Up to 100 Headsets 2 hour event in Beirut	More than 100 Headsets 2 hour event in Beirut
- Translation Booth - Infrared headphone receivers - Infrared power radiator - Infrared modulator						
OUTSIDE BEIRUT	Up to 50 Headsets 1 hour event	Up to 100 Headsets 1 hour event in Beirut	More than 100 Headsets 1 hour event in Beirut	Up to 50 Headsets 2 hour event in Beirut	Up to 100 Headsets 2 hour event in Beirut	More than 100 Headsets 2 hour event in Beirut
-Sound System - Wireless Microphones -Table microphones - Speakers - Amplifier -Mixer						

BEIRUT	Up to 50 Headsets 1 hour event	Up to 100 Headsets 1 hour event in Beirut	More than 100 Headsets 1 hour event in Beirut	Up to 50 Headsets 2 hour event in Beirut	Up to 100 Headsets 2 hour event in Beirut	More than 100 Headsets 2 hour event in Beirut
-Sound System - Wireless Microphones -Table microphones - Speakers - Amplifier -Mixer						

For Events more than 2 hours, the price should not exceed the ratio increase between 1 hour and 2 hours cost.

LOT 2: Tour guide System (Translation system without booth)

OUTSIDE BEIRUT	Up to 50 Headsets 1 hour event	Up to 100 Headsets 1 hour event in Beirut	More than 100 Headsets 1 hour event in Beirut	Up to 50 Headsets 2 hour event in Beirut	Up to 100 Headsets 2 hour event in Beirut	More than 100 Headsets 2 hour event in Beirut
- Wireless Microphones						
-Table microphones						
Tour guide System (Translation system without booth)						
BEIRUT	Up to 50 Headsets	Up to 100 Headsets	More than 100 Headsets	Up to 50 Headsets	Up to 100 Headsets	More than 100 Headsets

	1 hour event	1 hour event in Beirut	1 hour event in Beirut	2 hour event in Beirut	2 hour event in Beirut	2 hour event in Beirut
- Wireless Microphones						
-Table microphones						
Tour guide System (Translation system without booth)						

For Events more than 2 hours, the price should not exceed the ratio increase between 1 hour and 2 hours cost.

#### 7. Criteria for selection of the best offers

The selection criteria of the best offer will be based on the following manner:

Lowest Price Quote among technically responsive offers

**FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>2</sup>**  
***(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>3</sup>)***

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. LBN/CO RFQ/27/18:

**LOT 1:**

OUTSIDE BEIRUT	Up to 50 Headsets 1 hour event	Up to 100 Headsets 1 hour event in Beirut	More than 100 Headsets 1 hour event in Beirut	Up to 50 Headsets 2 hour event in Beirut	Up to 100 Headsets 2 hour event in Beirut	More than 100 Headsets 2 hour event in Beirut
-Translation Booth -Infrared headphone receivers -Infrared power radiator -Infrared modulator						
BEIRUT	Up to 50 Headsets 1 hour event	Up to 100 Headsets 1 hour event in Beirut	More than 100 Headsets 1 hour event in Beirut	Up to 50 Headsets 2 hour event in Beirut	Up to 100 Headsets 2 hour event in Beirut	More than 100 Headsets 2 hour event in Beirut
-Translation Booth -Infrared headphone receivers -Infrared power radiator -Infrared modulator						

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

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

OUTSIDE BEIRUT	Up to 50 Headsets 1 hour event	Up to 100 Headsets 1 hour event in Beirut	More than 100 Headsets 1 hour event in Beirut	Up to 50 Headsets 2 hour event in Beirut	Up to 100 Headsets 2 hour event in Beirut	More than 100 Headsets 2 hour event in Beirut
-Sound System -Wireless Microphones -Table microphones -Speakers -Amplifier -Mixer						
BEIRUT	Up to 50 Headsets 1 hour event	Up to 100 Headsets 1 hour event in Beirut	More than 100 Headsets 1 hour event in Beirut	Up to 50 Headsets 2 hour event in Beirut	Up to 100 Headsets 2 hour event in Beirut	More than 100 Headsets 2 hour event in Beirut
-Sound System -Wireless Microphones -Table microphones -Speakers -Amplifier -Mixer						

*For Events more than 2 hours, the price should not exceed the ratio increase between 1 hour and 2 hours cost.*

## LOT 2:

OUTSIDE BEIRUT	Up to 50 Headsets 1 hour event	Up to 100 Headsets 1 hour event in Beirut	More than 100 Headsets 1 hour event in Beirut	Up to 50 Headsets 2 hour event in Beirut	Up to 100 Headsets 2 hour event in Beirut	More than 100 Headsets 2 hour event in Beirut
-Wireless Microphones						
-Table microphones						
Tour guide System (Translation system without booth)						
BEIRUT	Up to 50 Headsets 1 hour event	Up to 100 Headsets 1 hour event	More than 100 Headsets 1 hour event	Up to 50 Headsets 2 hour event	Up to 100 Headsets 2 hour event	More than 100 Headsets

		in Beirut	in Beirut	in Beirut	in Beirut	2 hour event in Beirut
-Wireless Microphones						
-Table microphones						
Tour guide System (Translation system without booth)						

*For Events more than 2 hours, the price should not exceed the ratio increase between 1 hour and 2 hours cost.*

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

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

*[Designation]*

*[Date]*

## **General Terms and Conditions**

### **1. ACCEPTANCE OF THE PURCHASE ORDER**

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

### **2. PAYMENT**

2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

### **3. TAX EXEMPTION**

3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

### **4. RISK OF LOSS**

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

## **5. EXPORT LICENCES**

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

## **6. FITNESS OF GOODS/PACKAGING**

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

## **7. INSPECTION**

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

## **8. INTELLECTUAL PROPERTY INFRINGEMENT**

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

## **9. RIGHTS OF UNDP**

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

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.



**10. LATE DELIVERY**

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

**11. ASSIGNMENT AND INSOLVENCY**

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

**12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM**

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

**13. PROHIBITION ON ADVERTISING**

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

**14. CHILD LABOUR**

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

**15. MINES**

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

## **16. SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement.** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

**16.2 Arbitration.** Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **17. PRIVILEGES AND IMMUNITIES**

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## **18. SEXUAL EXPLOITATION:**

**18.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**18.2** UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is

recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**19.0 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.