



## REQUEST FOR QUOTATION (RFQ) (Goods)

	DATE: 05 November 2018
	REFERENCE: Improving Coverage and Effectiveness management of MCPA 2 project

Dear Sir / Madam:

We kindly request you to submit your quotation for **"Purchase and installation of 5 light buoys and 5 mooring buoys for the Marine Protected Area Karaburun - Sazani"**, 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 **November 20, 2018 16:00 hrs** and via **courier mail** to the address below:

**United Nations Development Programme**  
Str. "Skenderbej", Gurten Center, 2nd floor, Tirana, Albania  
E-mail for clarification purposes: [procurement.al@undp.org](mailto:procurement.al@undp.org)  
Fax No: +355 42250286  
Tel No: + 355 4 2276600

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] (Pls. link this to price schedule)	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input checked="" type="checkbox"/> <b>DAP</b>
Customs clearance, if needed, shall be done by:	<input type="checkbox"/> UNDP <input checked="" type="checkbox"/> <b>Supplier/Offeror</b> <input type="checkbox"/> Freight Forwarder
Exact Address/es of Delivery Location/s (identify all, if multiple)	<b>Administration of Protected Areas, Radhime Vlore</b>

UNDP Preferred Freight Forwarder, if any	N/A	
Distribution of shipping documents <i>(if using freight forwarder)</i>	N/A	
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	<b>90 days from the issuance of the Purchase Order (PO)</b> <input type="checkbox"/> As per Delivery Schedule attached <i>[if delivery will be staggered]</i> Time : <i>[pls. indicate]</i> Time Zone of Reference : <i>[pls. indicate]</i>	
Delivery Schedule	<input type="checkbox"/> Required <b>X Not Required</b>	
Packing Requirements		
Mode of Transport	<input type="checkbox"/> AIR <b>X SEA</b>	<b>X LAND</b> <input type="checkbox"/> OTHER <i>[pls. specify]</i>
Preferred Currency of Quotation	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <b>X Local Currency : ALL (Albanian Leke)</b>	
Value Added Tax on Price Quotation	<b>X Must be inclusive of VAT and other applicable indirect taxes</b>  <b>"In case the services provided by your entity will be exempt or out of scope of Albanian VAT, please clearly state the law provisions your organization makes reference to.</b>  <b>In case of non for profit organizations, please note that based on Law 92/2014 dated 24.07.2014 and Decision 953, dated 29.12.2014, there are certain conditions to be met in order for the services provided by the latter to be considered as exempt from VAT. In case your entity will opt for such exemption, please provide us proof that your organization meets all the conditions stipulated in article 2 of Decision 953."</b>  <input type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes	
After-sales services required	<b>X Warranty on Parts and Labor for minimum period of 2 years</b> <b>X Technical Support</b> <b>X Provision of Service Unit when pulled out for maintenance/ repair</b> <input type="checkbox"/> Others <i>[pls. specify]</i>	
Deadline for the Submission of Quotation	Tuesday, November 20, 2018, 16:00 hrs	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<b>X English</b> <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others <i>[pls. specify, including dialects, if needed]</i>	
Documents to be submitted	<b>X Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;</b>	



	<p><b>X 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;</b></p> <p><input type="checkbox"/> Confirmation that licenses of this nature have been obtained in the past and an expectation of obtaining all the necessary licenses should the quotation be selected;</p> <p><input type="checkbox"/> Quality Certificates (ISO, etc.);</p> <p><b>X Latest Business Registration Certificate ;</b></p> <p><b>X Latest Internal Revenue Certificate / Tax Clearance;</b></p> <p><input type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer);</p> <p><input type="checkbox"/> Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer);</p> <p><b>X Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied;</b></p> <p><input 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 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 type="checkbox"/> Others <i>[pls. specify as many as required]</i></p>
Period of Validity of Quotes starting the Submission Date	<p><input type="checkbox"/> 60 days</p> <p><b>X 90 days</b></p> <p><input 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><b>X Not permitted</b></p> <p><input type="checkbox"/> Permitted <i>[pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</i></p>
Payment Terms	<p><input type="checkbox"/> 100% upon complete delivery of goods</p> <p><b>X Others 50 % upon signing and 50% upon delivery of the service /product</b></p>
Liquidated Damages	N/A
Evaluation Criteria <i>[check as many as applicable]</i>	<p><b>X Technical responsiveness/Full compliance to requirements and lowest price</b></p> <p><b>Comprehensiveness of after-sales services</b></p> <p><b>X Full acceptance of the PO/Contract General Terms and Conditions</b></p> <p><input type="checkbox"/> Earliest Delivery / Shortest Lead Time</p> <p><input type="checkbox"/> Others <i>[pls. specify]</i></p>

UNDP will award to:	<b>X One and only one supplier</b> <input type="checkbox"/> One or more Supplier, depending on the following factors: [The interested companies might bid for LOT 1 or LOT 2 or for both LOTs]
Type of Contract to be Signed	<b>X Purchase Order / Contract for Goods and Services</b> <input type="checkbox"/> Long-Term Agreement (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) <input type="checkbox"/> Other Type/s of Contract [pls. specify]
Special conditions of Contract	<b>X Cancellation of PO/Contract if the delivery/completion is delayed by 30 days</b> <input type="checkbox"/> Others [pls. specify]
Conditions for Release of Payment	Passing Inspection [specify method, if possible] Complete Installation <input type="checkbox"/> Passing all Testing [specify standard, if possible] <input type="checkbox"/> Completion of Training on Operation and Maintenance [specify no. of trainees, and location of training, if possible] <b>X Written Acceptance of Goods/services based on full compliance with RFQ requirements</b> <input type="checkbox"/> Others [pls. specify]
Annexes to this RFQ	<b>X Specifications of the Goods/services Required (Annex 1, )</b> <b>X Form for Submission of Quotation (Annex 2)</b> <b>X General Terms and Conditions / Special Conditions (Annex 3).</b> <input type="checkbox"/> Others [pls. specify, if any]  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)	<b>Procurement Unit, UNDP Albania</b>  <i>E-mail: procurement.al@undp.org</i>  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.

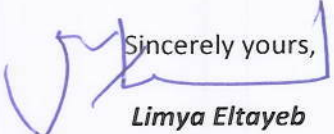
UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

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>.

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,  
**Limya Eltayeb**  
**Country Director**  
November 5, 2018

## TECHNICAL REQUIREMENTS FOR LIGHT MOORING BUOYS

### General

The buoys have to be compatible for protected areas as well as for open conditions moderately exposed to high seas. They should offer stability and resistance with comparatively reduced dimensions, and can be anchored in open sea for applications requiring a focal plane of up to 3 meter from the sea-level. The buoys will be for depths of between 10 and 20 meters (with the option to extend the depth up to 50 meters with the suitable mooring). They should be UV rays and chemical polluting agent resistant with a greatly reduced maintenance requirement

### Manufacturing Materials

The light buoys will be formed by a floating body composed of 4 polyethylene rotomolded shells floats filled with rigid polyurethane foam, to guarantee unsinkability in case of damages, impacts or collision. They, almost in plastic materials, permit a very limited maintenance. The central structure must be polyethylene tube that connects every part of the buoy: floats, counterbalance and the superior part.

The length of the central structure can be varied, so the focal plane and the stability can change slightly. The color of the buoy should not be obtained by painting, but it should be embedded in the plastic, so that no painting is necessary for almost the whole buoy life.

### Electrical Equipment

The buoys will have a CSP (Compact Solar Power) system and will be equipped with LED powered by incorporated photoelectric cells of a nominal 3 to 6 nautical mile range. The lantern focal plane on the line of floatation usually varies between 2 to 4 meters.

Utilization of solar panels and LEDs will ensure extended operating electrical system.

Visibility during day time will be ensured through a metal day-mark of large dimensions positioned on top of the tower, with provisions by special construction arrangements for passive radaring.

For further distances (between 7 and 10 nautical miles) the LED lantern powered by solar panels will be used with an autonomous electric storage battery.

### Lifting

The buoys will have a CSP (Compact Solar Power) system and will be equipped with LED powered by incorporated photoelectric cells of a nominal 3 to 6 nautical mile range. The lantern focal plane on the line of floatation usually varies between 2 to 4 meters. Utilization of solar panels and LEDs will ensure extended operating electrical system. Visibility during day time will be ensured through a metal day-mark of large dimensions positioned on top of the tower, with provisions by special construction arrangements for passive radaring. For further distances (between 7 and 10 nautical miles) the LED lantern powered by solar panels will be used with an autonomous electric storage battery.

### Additional fittings

The buoys should be fitted with electronic GPS tracking systems so as to keep an eye on position and correct functioning of power supply and signaling performance.

Technical Data as general overview



DIMENSIONS	
Body Diameter (nominal)	1000/1300 mm
Thickness minimum	7/9.5 mm
Focal plane	plus 2000 m
Draught (without mooring)	2000/3500 mm
Displacement per dm/immersion	132 kg/300kg
Air weight	500/950 kg
STANDARD EQUIPMENT	
Marine Lantern	20 kg max supported weight
Structure + Radar Reflector	GALVANIZED STEEL
Float	SHELL: Rotomolded polyethylene CORE: Polyurethane foam (All IALA colors available)
Mooring Eye	GALVANIZED STEEL
RECOMMENDED MOORING	
Open link chain size	16/20 mm
Max supported mooring	400 kg
Sinker (in sea water)	1500/2000 kg

#### **Details of the mooring system for buoys to include and consider:**

The mooring system for buoys should consider the depth and type of sea bed as well as the different marine meteorological conditions it has to face.

#### **Maintenance Provisions**

The buoys must be designed to require very little maintenance. It is recommended the buoy be inspected annually. Inspection may need to increase depending on the local conditions and the position of the buoy.

**Pendant Mooring** with a hook on one hawse on the bottom of the tail or on the ballast skirt is preferably used in shallow water, water inside the harbor or unexposed to rough sea conditions.

**Bobstay Mooring** has been purposely projected for deep water in open sea. Attaching is done to the body of a tail buoy fitted with two lateral hawses for the hooking of the chain which, being very close to the line of floatation, reduces the oscillation of the buoy due to the undulating movement and gives more stability against the sea currents.

#### **Instructions**

##### **Check Components**

- Unpack all Mooring and check all components are complete and correct.

##### **Prepare & Attach Chain**

- Fit and secure 1 x Ø16-22mm Shackle and 1 x Ø16-22mm Swivel Eye to the base of the bridle.

- Note: All Shackles must be positively locked. For example use 3mm Stainless Steel wire to lock the pin eye, or use a shackle pin with nut and split pin.
- Fit and secure a length of chain to the Swivel Eye using 1 x Ø16-22mm Shackle.
- Note: Please use the guides below to determine the correct chain size and length.

#### **Attach Mooring Block**

- Fit and secure the Chain to the Mooring Block.
- The Buoy is now ready for deployment.

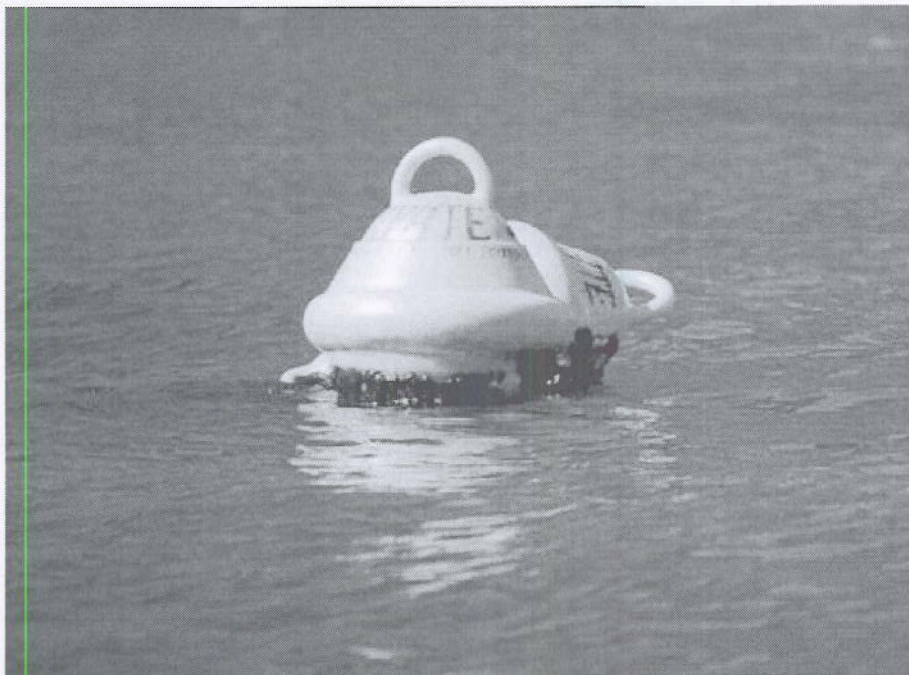
#### **Mooring – Biannual Maintenance**

- Inspect the ground chain and sinker.

#### **Lantern – Maintenance**

### **PROVISION of MOORING buoys**

The facility is intended to be deployed at the MPA Karaburun – Sazani to enable better conservation approaches and meantime to allow for intact marine ecosystems. They answer the need of any marine operator, private developers (marina and residential marina), local tourism development objectives, customs and coast guard (dock for patrol crafts and landing crafts < 300 ton), professionals sport and leisure associations.



#### **The main technical characteristic of the ANCHORING BUOYS**

- Tubes in PE as reinforcing rings for cages and for handrails.
- PE brackets formed from tubing and sheets or molded for tubes from OD 225 to OD 355 mm.



- Volume 700 liter
- Dimension: diameter 120x80 cm
- The buoy shell must be rotomoulded high impact resistant polyethylene.
- Colour imbedded.

## Annex 2

## FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>1</sup>

*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>2</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. \_\_\_\_\_:

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

[illegible]

<sup>1</sup>This serves as a guide to the Supplier in preparing the quotation and price schedule.

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

<sup>3</sup>Pricing of goods should be consistent with the INCO Terms indicated in the RFQ



**TABLE 2 : Estimated Operating Costs (if applicable)**

List of Consumable Item/s(Include fast moving parts, if any)	Estimated Average Consumption	Unit of Measure	Unit Price	Total Price per Item

**TABLE 3 : 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:			
Country/ies Of Origin <sup>4</sup> :			
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance			
b) Minimum one (1) year warranty on both parts and labor			
c) Service Unit to be Provided when the Purchased Unit is Under Repair			
d) Brand new replacement if Purchased Unit is beyond repair			
e) Others			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements [pls. specify]			

<sup>4</sup>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.

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.