



REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM	DATE: 25 March 2019
	REFERENCE: UNDP-SYR-RFQ-023-19

Dear Sir / Madam:

We kindly request you to submit your quotation for **The Provision of Electric Power via Diesel Generator for the UN Hub in Al Qamishli**, 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 **April 8, 2019 at 14:00 hrs.**, Damascus local time, and via e-mail, or courier mail to the address below:

United Nations Development Programme
Mezzeh. West Villas Ghazawi street No. 8
Attn: Rami Afadar, Procurement Associate
e-mail: syria.bids@undp.org

Quotations submitted by email must be limited to a maximum of 10 MB, virus-free and no more than 2 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. 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 services:

Delivery Terms [INCOTERMS 2010]	DAP
Customs clearance, if needed, shall be done by:	N/A
Exact Address/es of Delivery Location/s	Al Hasakeh, Al Qamishli, Syahi Street.
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents (if using freight forwarder)	N/A
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	30 days from the issuance of Purchase Order.
Packing Requirements	N/A
Delivery Schedule	Not required
Mode of Transport	N/A
Preferred Currency of Quotation	Syrian Pounds or United States Dollars. Local Currency: For the local supplier offered in USD the payment will be released in Syrian Pounds according to UN exchange rate at the date of the invoice.
Value Added Tax on Price Quotation	Must be exclusive of all applicable taxes.
After-sales services required	N/A
Deadline for the Submission of Quotation	Monday April 8, 2019 at 14:00 hrs.
All documentations shall be in this language	English or 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; Company Profile proofing that the vendor has at least 2 years of experience in the same field; Technical Specifications; Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;

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 satisfactory receipt of services within 30 days.
Liquidated Damages	Please see the Penalties provision in the TOR. الرجاء مشاهدة بند الغرامات المترتبة في دفتر الشروط والمواصفات الفنية
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 vendor based on the awarding criteria.
Type of Contract to be Signed	Purchase Order.
Special conditions of Contract	Cancellation of Purchase Order if the delivery/completion is delayed by 15 days.
Conditions for Release of Payment	Complete providing of services. Written Acceptance of services based on full compliance with RFQ requirements.
Performance Security Bond	<p>The successful Bidder has to submit a Performance Security Bond upon signature of the Purchase Order equal to (10) percent of the total contract amount. The performance security is retained to extend sufficiently beyond the date of completion to cover defects or maintenance up to final acceptance by UNDP.</p> <p>The performance security should be denominated in the currency of the contract and shall only be in one of the following forms:</p> <ul style="list-style-type: none"> - Bank guarantee or irrevocable letter of credit, issued by a reputable bank; - Certified cheque; <p>The performance security shall be returned to the Contractor within 30 days after the completion of the contract, including any obligations or defects liability period as may be agreed in the contract.</p>

Annexes to this RFQ	<p>Specifications of the Scope of work Required (Annex 1). Form for Submission of Quotation (Annex 2). General Terms and Conditions / Special Conditions (Annex 3). Performance Security Form (Annex 4).</p> <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</p>
<p>(Mandatory Condition) A Site visit will arrange on:</p>	<p>Time: 11:00 AM Date: 31 March 2019 Venue: Al Hasakeh, Al Qamishli, Syahi Street, UN Hub Office. محافظة الحسكة</p> <p>The UNDP focal point for the arrangement is: Mohammad Alfaraj</p> <p>Tel: 052 434231</p> <p>Mobile: 0991 206 777</p>
Contact Person for Inquiries (Written inquiries only)	<p>Rami Afadar, Procurement Associate, e-mail: rami.afadar@undp.org</p> <p>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.</p>

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/content/undp/en/home/operations/procurement/protestandsanctions/>

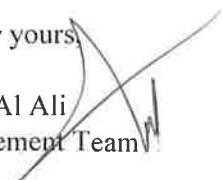
UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Hanan Al Ali
Head of Procurement Team



دفتـر الشـروط والمواصفات الفـنية لتزويـد مركـز الامـم المتـحدـة فـي القامـشـلي بالطـاقـة الكـهـربـائـية (أمـبـيرـات) بـواسـطـة
مـجمـوعـة تـولـيـد كـهـربـائـية ثـلاثـية الطـور تـعـمـل عـلـى الـديـزل

الهدف من المشروع:

تزويد مركز الامم المتحدة في القامشلي بالطاقة الكهربائية (أمبيرات) بواسطة مجموعة توليد كهربائية ثلاثية الطور تعمل على الديزل.

شروط التقدم للمناقصة:

- ان يكون العارض لديه سجل تجاري (مطلوب صورة عن السجل التجاري).
- ان يكون لدى العارض خبرة في مجال العمل لا تقل عن سنتين.

واجبات العارض:

على العارض الاطلاع على موقع المشروع الكائن في مدينة القامشلي - الشارع السياحي بتاريخ 31 / 3 / 2019 الساعة 11 ظهرا وعليه أن يقدر متطلبات وصعوبات التنفيذ ويأخذها بعين الاعتبار عند تقديم العرض، هذا وتجدر الإشارة إلى أن زيارة الموقع هي إلزامية وشرط إجباري لقبول العرض.

الجدول الزمني:

على العارض تقديم جدول زمني لتنفيذ العمل.

عموميات:

1. يجب ان تكون مجموعة التوليد الكهربائية ثلاثية الطور تعمل على الديزل وبإستطاعة كافية لتأمين توليد الطاقة الكهربائية بمعدل 150 أمبير على كل فاز خلال ال الفترة النهارية 80 أمبير خلال الفترة الليلية.
2. التوتر 220 / 380 فولت - تردد 50 هرتز.
3. رباعية الاقطاب / ثلاثية الطور مع خط حيادي ظاهر.
4. قادرة على تغذية الحمولة بعد فترة الاقلاع مباشرة.
5. على العارض تأريض مجموعة التوليد.
6. على العارض ضمان إستقرار جهد مجموعة التوليد والتردد كما هو موصوف أعلاه ويتحمل المقاول مسؤولية الاضرار التي قد تلحق بالحمولة من تجهيزات وادوات في حال كانت هذه الاضرار ناتجة عن عدم الاستقرار.

7. يقع على عاتق العارض تقديم كافة وتركيب الكابلات الكهربائية والمعدات والأدوات والتجهيزات اللازمة لتشغيل المجموعة وربطها بشكل فني كامل مع الحمولة وبحيث يضمن التبديل بين مجموعة التوليد والشبكة العامة.

8. يجب ان تكون أقطار الكابلات الكهربائية متناسبة مع الحمولة المتوقعة مع إضافة عامل أمان كاف.

9. يقع على عاتق العارض القيام بتوزيع الحمولة على الفازات بشكل متوازن وتقديم كل ما يلزم لذلك.

10. يتحمل العارض مسؤولية أية أضرار بشرية كانت أم مادية قد تنتج نتيجة تنفيذ هذا المشروع.

11. يقع على عاتق العارض تأمين المكان اللازم لتركيب مجموعة التوليد مع تأمين الموافقات اللازمة من الجهات ذات العلاقة لتنفيذ هذا المشروع وإستمراره بشكل طبيعي.

12. يقع على عاتق العارض ضمان تنفيذ وتشغيل هذا المشروع طيلة فترة العقد بصورة طبيعية وسلسلة وبدون إعتراضات سواء كانت هذه الاعتراضات من الجوار أو الغير وعليه ان يكون الجهة والواجهة الوحيدة للرد على كافة الاعتراضات والاستفسارات واية أمور أخرى قد تعترض تنفيذ هذا المشروع وإستمرار عمله بشكل طبيعي طيلة فترة العقد ويتحمل المقاول كافة الاجراءات المترتبة على ذلك.

13. على العارض إجراء فحوص دورية أو استثنائية بناء على طلب منسق مركز الأمم المتحدة في القامشلي للوحدات والكابلات الكهربائية الخاصة بمجموعة التوليد الموجودة في مركز الأمم المتحدة والكشف عن المشاكل في حال حدوثها ومعالجتها بغض النظر عن مكان وسبب المشكلة.

13.1. يتم تحديد أوقات الفحص الدوري أو الاستثنائي بالتنسيق مع منسق مركز الامم المتحدة في

القامشلي.

13.2. في حال عدم استجابة أو تأخره لمدة تتجاوز 2 ساعة في الاستجابة لطلب منسق مركز الامم المتحدة في القامشلي لأجراء الفحوص الدورية أو الاستثنائية ومعالجة المشاكل إن وجدت، يحق لمركز الامم المتحدة القيام بتنفيذ أعمال الفحص والصيانة دون الرجوع للعارض ويتحمل العارض كافة التكاليف التي تلزم لذلك ويتم خصم تكاليف الفحص والصيانة من الفاتورة الشهرية بموجب فاتورة نظامية تقدم للعارض.

14. إن نسبة الضياع في كمية الأمبيرات نتيجة مقاومة الكوابل الواصلة الى لوحة التحكم الرئيسية في مركز الأمم المتحدة لا تحتسب من عدد الأمبيرات المتفق عليها وتأخذ بعين الإعتبار فقط الكمية الداخلة الى الشبكة الكهربائية للمركز.

15. يتم احتساب الفاتورة بشكل شهري بغض النظر على عدد أيام الشهر.

16. على العارض تأمين خط هاتف أرضي أو جهاز أنترفون وعلى نفقته الخاصة يركب في غرفة مراقب مجموعة التوليد من أجل ضمان التواصل مع مركز الأمم على مدار الساعة وعليه ابلاغ مركز الأمم المتحدة في القامشلي في حال تعطل خط الهاتف الأرضي.

17. يلتزم العارض وعلى مدار الساعة بالرد الفوري على المكالمات الهاتفية من قبل مركز الامم المتحدة والمتعلقة بتزويد مركز الامم المتحدة بالطاقة الكهربائية عن طريق مجموعة التوليد.

18. تحدد فترات الخدمة النهارية والليلية كما يلي ويمكن ان تعدل حسب ظروف ومتطلبات عمل مركز الامم المتحدة في القامشلي.

19. يجب على مقدم العطاء الفائز أن يقدم سند ضمان أداء عند توقيع أمر الشراء يساوي (10) في المائة من إجمالي مبلغ العقد. يتم الاحتفاظ بأمان الأداء لتمديده بما فيه الكفاية بعد تاريخ الانتهاء لتغطية العيوب أو الصيانة حتى القبول النهائي من قبل برنامج الأمم المتحدة الإنمائي.

الغرامات المترتبة على العارض:

م	سبب الغرامة	قيمة الغرامة (ليرة سورية)
1	الفشل في تزويد مركز الامم المتحدة في القامشلي بالطاقة الكهربائية لمدة تزيد عن 36 ساعة.	4,000 عن كل ساعة تأخير
2	الفشل في تزويد مركز الامم المتحدة في القامشلي بالطاقة الكهربائية لمدة تزيد عن 48 ساعة.	6,000 عن كل ساعة تأخير
3	ساعة الإنقطاع خلال الفترة النهارية.	خصم مبلغ يساوي تكلفة الأمبير الشهري خلال الفترة النهارية
4	ساعة الإنقطاع خلال الفترة الليلية.	خصم مبلغ يساوي تكلفة الأمبير الشهري خلال الفترة الليلية
5	التوقف المقصود بشكل كامل أو مؤقت عن تنفيذ العقد قبل انتهاء مدته.	يتحمل العارض كافة التكاليف التي يتكبدها مركز الأمم المتحدة في القامشلي والناجمة عن التوقف وتخضع هذه التكاليف من مبلغ كفالة حسن التنفيذ (Performance Security Bond)
6	انقطاع التيار الكهربائي (بغض النظر عن مدة الانقطاع) لأكثر من 6 مرات في كل 24 ساعة.	1,500 ليرة سورية عن كل انقطاع.

المواصفات الفنية

رقم البند	المواصفات	إجابة العارض		ملاحظات
		لا، لا نلتزم	نعم سوف نلتزم	
1	يجب ان تكون مجموعة التوليد الكهربائية ثلاثية الطور تعمل على الديزل وبإستطاعة كافية لتأمين توليد الطاقة الكهربائية بمعدل 150 أمبير على كل فاز خلال ساعات النهار 80 أمبير على كل فاز خلال ساعات الليل كحد أدنى.			
2	التوتر 220 / 380 فولت - تردد 50 هرت			
3	رباعية الاقطاب / ثلاثية الطور مع خط حيادي ظاهر			
4	قادرة على تغذية الحمولة بعد فترة الاقلاع مباشرة			
5	على العارض تأريض مجموعة التوليد			
6	على العارض ضمان إستقرار جهد مجموعة التوليد والتردد كما هو موصوف أعلاه ويتحمل العارض مسؤولية الاضرار التي قد تلحق بالحمولة من تجهيزات وادوات في حال كانت هذه الاضرار ناتجة عن عدم الاستقرار.			
7	كمية الأمبيرات المطلوبة هي الكمية الواصلة إلى مركز الأمم المتحدة			
8	يقع على عاتق العارض حل جميع الخلافات بمختلف أشكالها سواء كانت خلافات مادية أو إدارية مع أي طرف ثالث دون الرجوع إلى مركز الأمم المتحدة.			
9	يقع على عاتق العارض القيام بتوزيع الحمولة على الفازات بشكل متوازن وتقديم كل ما يلزم لذلك.			
10	إلتزام العارض الفائز بدفع تأمين مسبق (ضمان حسن التنفيذ) والذي يعادل 10% من قيمة العقد.			
11	تأمين خط هاتف أرضي او انترفون للبقاء على اتصال دائم مع مركز الامم المتحدة من أجل التنسيق الدائم.			
12	يلتزم العارض بكافة بنود دفتر الشروط المرفق.			

على العارض تقديم عرض السعر وفق الجدول التالي:

ملاحظة: على العارض استخدام النموذج الخاص بشركته لصفحات هذا الملحق (Annex 2) مع الشعار والختم.

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.023-19:

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

م	البند	كمية الأمبيرات المطلوبة	الكلفة الشهرية للامبير الواحد	الكلفة الشهرية للكمية المطلوبة	الكلفة خلال 6 أشهر للكمية المطلوبة دولار أمريكي أو ليرة سورية
1	فترة الخدمة النهارية -12 ساعة	450			
2	فترة الخدمة الليلية - 12 ساعة	240			
	التكلفة الكلية والنهائية خلال 6 أشهر (دولار أمريكي أو ليرة سورية)				

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

Other Information pertaining to our Quotation are as follows:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time (6 Months)			
Validity of Quotation (60 Days)			
All Provisions of the Annex 1 General Terms and Conditions.			
The successful Bidder has to submit a Performance Security Bond upon signature of the Purchase Order equal to (10) percent of the total contract amount.			
Company Profile Provided			
Business Registration Certificate Provided			
All Provisions of the UNDP General Terms and Conditions.			
Technical specifications			

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 UNDPs 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

1 1.1. 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.

1 1.2. 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.

PERFORMANCE SECURITY

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on 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 here to enter text](#), dated [Click here to enter a date](#), to execute Services (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 days 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