

**REQUEST FOR QUOTATION (RFQ)**

**(Goods)**

|  |  |
| --- | --- |
| NAME & ADDRESS OF FIRM | DATE: July 15, 2013 |
| REFERENCE: **RFQ-SS-SVS-Security –UN-OCHA-105-2013** |

Dear Sir / Madam:

We kindly request you to submit your quotation for **provision of security services for UN-OCHA office Compound, Juba, Central Equatoria State for a period of six months**, 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 **14:00 hours Monday** **July 29, 2013**and via ☐*e-mail to* [*bids.juba@undp.org*](mailto:bids.juba@undp.org), *by courier mail or Hand delivered to:*

**United Nations Development Programme**

P.O. Box 410

**Attn: Adenike Akoh**

[*bids.juba@undp.org*](mailto:bids.juba@undp.org)

**Head of Procurement & Supply Chain Management Unit**

**UNDP SOUTH SUDAN**

Quotations submitted by email must be limited to a maximum of 2 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.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s: *[check the condition that applies to this RFQ, delete the entire row if condition is not applicable to the goods being procured]*

|  |  |  |
| --- | --- | --- |
| Delivery Terms  [INCOTERMS 2010]  *(Pls. link this to price schedule)* | ☐FCA  ☐CPT  ☐CIP   * DAP   ☐Other *[pls. specify]*    **UN-OCHA South Sudan Office** | |
| Customs clearance[[1]](#footnote-1), if needed, shall be done by: | * UNDP   ☐Supplier/Offeror  ☐Freight Forwarder | |
| Exact Address/es of Delivery Location/s (identify all, if multiple) | **UN-OCHA South Sudan Office** | |
| UNDP Preferred Freight Forwarder, if any[[2]](#footnote-2) | 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)* | AS stated in the terms of references  ☐ As per Delivery Schedule attached *[if delivery will be staggered]*  Time : N/a  Time Zone of Reference : N/a | |
| Delivery Schedule | * Required   ☐Not Required | |
| Packing Requirements |  | |
| Mode of Transport | ☐AIR | ☐LAND |
| ☐SEA | ☐OTHER *[pls. specify]* |
| Preferred  Currency of Quotation[[3]](#footnote-3) | * **South Sudanese Pounds for local contractors and in United States Dollars for International Companies**   ☐Euro   * Local Currency : **South Sudanese Pounds** | |
| Value Added Tax on Price Quotation[[4]](#footnote-4) | ☐ Must be inclusive of VAT and other applicable indirect taxes   * ☐Must be exclusive of VAT and other applicable indirect taxes | |
| After-sales services required | * Warranty on Parts and Labor for minimum period of   ☐Technical Support  ☐Provision of Service Unit when pulled out for maintenance/ repair  ☐ Others N/A | |
| Deadline for the Submission of Quotation | COB, *Monday, July 29, 2013 and 14:00hrs* | |
| All documentations, including catalogs, instructions and operating manuals, shall be in this language | * English   ☐ French  ☐ Spanish  ☐ Others *[pls. specify, including dialects, if needed]* | |
| Documents to be submitted[[5]](#footnote-5) | * ☐Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;   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;  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;  Quality Certificates (ISO, etc.);   * Latest Business Registration Certificate ;   Latest Internal Revenue Certificate / Tax Clearance;  Manufacturer’s Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer);  Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer);  ☐ Evidence/Certification of Environmental Sustainability (“Green” Standards) of the Company or the Product being supplied ;  Complete documentation, information and declaration of any goods classified or may be classified as “Dangerous Goods”.  Patent Registration Certificates (if any of technologies submitted in the quotation is patented by the Supplier);  Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;  ☐ Others *[pls. specify as many as required]* | |
| Period of Validity of Quotes starting the Submission Date | ☐60 days  ☐ 90 days   * 120 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**   ☐ Permitted [*pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]* | |
| Payment Terms[[6]](#footnote-6) | ☐ 100% upon complete delivery of goods  ☐ Others *[pls. specify]* | |
| Liquidated Damages |  | |
| Evaluation Criteria  *[check as many as applicable]* | * ☐Technical responsiveness/Full compliance to requirements and lowest price[[7]](#footnote-7)   Comprehensiveness of after-sales services  Full acceptance of the PO/Contract General Terms and Conditions *[this is a mandatory criteria and cannot be deleted regardless of the nature of services required]*  Earliest Delivery / Shortest Lead Time[[8]](#footnote-8)  ☐ Others *[pls. specify]* | |
| UNDP will award to: | * ☐One and only one supplier   ☐ One or more Supplier, depending on the following factors: *[Clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Suppliers]* | |
| Type of Contract to be Signed | * Purchase Order * Long-Term Agreement[[9]](#footnote-9) *(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)*   ☐ Other Type/s of Contract *[pls. specify]* | |
| Special conditions of Contract | * Cancellation of PO/Contract if the delivery/completion is delayed by 30 days * Others | |
| Conditions for Release of Payment | Passing Inspection *[specify method, if possible]*  Complete Installation  ☐ Passing all Testing *[specify standard, if possible]*  ☐ Completion of Training on Operation and Maintenance *[specify no. of trainees, and location of training, if possible*  ☐ Written Acceptance of Goods based on full compliance with RFQ requirements  ☐ Others *[pls. specify]* | |
| Annexes to this RFQ[[10]](#footnote-10) | Specifications of the Goods Required (Annex 1)   * Form for Submission of Quotation (Annex 2) * General Terms and Conditions / Special Conditions (Annex 3)   ☐ 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)[[11]](#footnote-11) | ***Ojja James Kulusika***  ***Procurement & Supply Chain Management Associate***  ***James.ojja@undp.org copying adenike.akoh@undp.org***  Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers. | |

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

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

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

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

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

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

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

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

**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,**

***Adenike Akoh***

*Head of Procurement & Supplies Management Unit*

**Annex 1**

**REQUIEREMENTS/SCOPE OF WORK**

**TERMS OF REFERENCE FOR PROVIDING SECURITY SERVICES AT UNOCHA COMPOUND-JUBA, SOUTH SUDAN.**

That the agency shall provide security Services to UNOCHA Compound located at Plot No. 968. Block BXVI in Juba the Republic of South Sudan**.**

1. The agency would undertake to engage, employ and provide the 14 Guards working on a shift of 7 Guards. The agency shall also employ the number of trained Ex-servicemen/ Security personal for the purpose and be responsible for payment of their emoluments and dues, discipline and work.
2. The entire responsibility for taking security measures of the said compound /

premise is of the agency and the 1st party will not be liable to pay anything for the security lapses as provided. The agency will be responsible for any loss of property etc. for the negligence of the persons employed by it.

1. The 1st party shall not liable to pay any sum of money to the contractor or anyone else claiming under this contract over and above what is payable under this contract to the contractor.
2. All moneys which the said contractor shall be liable to pay the 1st party on account of the breach of this agreement / contract or on any other account shall be deducted by the said 1st party and said against any money or moneys which may be due to the said contractor on account of the carrying out the services of the contractor.
3. The contractor shall remain liable to and shall indemnify the 1st party in respect of all causes of action, claims, damages, compensation or costs, charges and expenses arising out of any accident or injury sustained by the public or employees with the contractor or any person claiming to be the agent of the contractor etc. while in or upon the services being rendered out of any act, default or negligence, error in judgment on his part.
4. The 1st party shall be entitled to determine this agreement / contract and discharge the contractor without prejudice to other rights and remedies available to it, if the contractor shall become insolvent or fails and / or neglects to carry our instructions on its behalf or to complete the services or suspend the same or delay the progress thereof without reasonable cause. It is made clear that the essence of this contract is the satisfaction of the 1st party regarding the performance and proper execution of the services.
5. In case of termination of this agreement or contract and / or discharge of the

contractor as hereinbefore stipulated, the 1st party shall be entitled to appoint a new contractor or contractors to continue according to the 1st party’s specifications and authorize the contractor / contractors to use any plant, materials and the property of the contractor left upon and the contractor shall, in such case lose and forfeit all the interests whatsoever under this agreement or contract, except his claim for money unpaid on settlement of account between the parties and security of all this bills.

1. The contractor shall at all point time, during the currency of the Agreement / Contract, follow the laws applicable for the purpose of carrying our services for the 1st party.
2. The contractor shall carry out any work that may arise directly or indirectly for

executing the services which may be incidental for the purpose of rendering the said services.

1. The agency will ensure that no employee below 18 years is employed under this contract.
2. The specific duties and responsibility of the security agency shall be :

* Control entry and exit of people.
* Receives incoming telephone calls after working hour through the office telephone.
* Guard all the property of the compound
* Patrol premises and grounds after and during working hours; maintain security of the office premises and goods.
* Verify that all doors and windows are locked.
* Ensure that unauthorized vehicles are not parked outside the premises.
* Support investigation of damage, accidents and incidents to determine causes circumstances and participants, prepare reports.

1. The contractor shall provide transport, uniform, equipment and Identity Card to each of its personnel engaged under this arrangement. The Agency should maintain all the Records /Registers.
2. Duration of contract: Contract will be signed for 6 months and can be renewed for the same period or more.
3. Service provider’s person shall not claim any type of compensation/ absorption/regularization/ benefit (Health related also) of service from this office
4. The service provider’s person shall not consume alcohol, betel, smoking during duty hour.
5. The person’s any type of misconduct found then contractor agency must change the person.

**Annex 2**

**FORM FOR SUBMITTING SUPPLIER’S QUOTATION[[12]](#footnote-12)**

***(This Form must be submitted only using the Supplier’s Official Letterhead/Stationery[[13]](#footnote-13))***

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**

**PRICE SCHEDULE SHEET**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Description** | **Qty** | **UoM** | **Unit Price**  **(SSP/USD)** | **Total Price**  **(SSP/USD)** |
| Cost of One Security Guard per month | 14 | month |  |  |
| **GRAND TOTAL COST (SSP/USD)** |  | | |  |

**ABLE 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[[14]](#footnote-14): |  |  |  |
| Warranty and After-Sales Requirements |  |  |  |
| 1. Training on Operations and Maintenance |  |  |  |
| 1. Minimum one (1) year warranty on both parts and labor |  |  |  |
| 1. Service Unit to be Provided when the Purchased Unit is Under Repair |  |  |  |
| 1. Brand new replacement if Purchased Unit is beyond repair |  |  |  |
| 1. Others |  |  |  |
| Validity of Quotation |  |  |  |
| All Provisions of the UNDP General Terms and Conditions |  |  |  |
| Other requirements *[pls. specify]* |  |  |  |

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

***Ojja James Kulusika***

*Procurement & Supply Chain*

*Management Associate*

**Annex 3**

**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**

* 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. 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.
  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.
  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:

* 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.
  2. Refuse to accept delivery of all or part of the goods.
  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. 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.
  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. T**he 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.

1. **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.

1. *Must be linked to INCO Terms chosen.* [↑](#footnote-ref-1)
2. *Depends on INCO Terms. The suggestion to use a UNDP preferred courier is only for purposes of familiarity with procedures and documentary requirements applicable to the UNDP when clearing with customs.*  [↑](#footnote-ref-2)
3. *Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP’s issuance of Purchase Order.* [↑](#footnote-ref-3)
4. *This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.* [↑](#footnote-ref-4)
5. *First 2 items in this list are mandatory for the supply of imported goods*  [↑](#footnote-ref-5)
6. *UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of $30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank checque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.* [↑](#footnote-ref-6)
7. *UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term “more superior” as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.* [↑](#footnote-ref-7)
8. *This shall be used for time-critical and/or exigent requirements (e.g., post-crisis emergencies, elections, etc.).* [↑](#footnote-ref-8)
9. *Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation* [↑](#footnote-ref-9)
10. *Where the information is available in the web, a URL for the information may simply be provided.* [↑](#footnote-ref-10)
11. *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.* [↑](#footnote-ref-11)
12. *This serves as a guide to the Supplier in preparing the quotation and price schedule.*  [↑](#footnote-ref-12)
13. *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*  [↑](#footnote-ref-13)
14. *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.* [↑](#footnote-ref-14)