



## REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM	DATE: November 6, 2019
	REFERENCE: UNDP-SYR-RFQ-128R-19

Dear Sir / Madam:

We kindly request you to submit your quotation for **Rehabilitation of Electricity Network in Deir Ezzor Governorates- Cinima Fouad Neighborhood**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

If you are interested in submitting a Bid in response to this RFQ, please prepare your Bid in accordance with the requirements and procedure as set out in this RFQ and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet.

In case your company is not registered in the E-Tendering Module, please use the following temporary username and password to register your company/firm:

Username: event.guest

Password: why2change

Bidders who will be registered on the e-tendering will be able to download the complete bidding documents from the e-tendering website at: <https://etendering.partneragencies.org>

“Bidders can download the complete tender documentation from the e-Tendering upon registration”.

You may acknowledge receipt of this RFQ utilize the “Accept Invitation” function in eTendering system, where applicable. This will enable you to receive amendments or updates to the RFQ. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this RFQ.

UNDP looks forward to receiving your Bid and thank you in advance for your interest in UNDP procurement opportunities.

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

Delivery Terms [INCOTERMS 2010]	<input checked="" type="checkbox"/> DAP
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> The Supplier/Offeror in coordination with UNDP.
Exact Address/es of Delivery Location/s (identify all, if multiple)	Dier Ezour City – Cinema Fouad Neighborhood
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents.	N/A
Latest Expected Delivery Date and Time	90 days from the issuance of the Purchase Order (PO).
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars However, for local supplier's payments will be in Syrian Pounds at the prevailing UN exchange rate at the date of the invoice.
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes.
Bid Security	Not Required
After-sales services required	<input checked="" type="checkbox"/> Warranty: <b>one-year</b> warranty on all the provided materials.  <input checked="" type="checkbox"/> Technical Support with maintenance/ repair if needed for both lots
Performance Security	Required in the percentage of 10% of the contract value To cover the warranty period for 12 months
Deadline for the Submission of Quotation	<i>Wednesday, November 20, 2019 and at or before 2:00 PM Damascus time.</i>  <b>PLEASE NOTE:</b> 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system.  2. Submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.
All documentations, including catalogs, instructions and operating	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Arabic

manuals, shall be in this language	
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Valid Certificate of Incorporation/ Business Registration.  <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any  <input checked="" type="checkbox"/> Company Profile proving that the vendor has experience in the same field at least for 3 years and with an execution of two similar projects at least.  <input checked="" type="checkbox"/> A proofing letter confirms the offering of the warranty period from the date of completion of works and final receipt.  <input checked="" type="checkbox"/> List and value of projects performed with similar nature and complexity, plus client's contact details who may be contacted for further information on those contracts.
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> Not allowed. Partial bidding will be rejected.
Payment Terms	<input checked="" type="checkbox"/> Payment shall be made in two installments: 1- the first of which after 45 days from the date of commencement of the work, provided that the completion rate of the work shall not be less than 50% of the required work volume,  2- the second upon complete delivery of goods and within 30 DAYS upon complete delivery of goods and works.
Liquidated Damages	Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.5 % from the contract value for each day of delay. Max. no. of days of delay:15 Next course of action: Termination of Contract.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price. <input checked="" type="checkbox"/> Comprehensiveness of after-sales services. <input checked="" type="checkbox"/> Full compliance to requirements number years of experience and number of similar projects. <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions.
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
	<input checked="" type="checkbox"/> Purchase Order.

Type of Contract to be Signed	
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 20 days.
Conditions for Release of Payment.	<input checked="" type="checkbox"/> Passing Inspection. <input checked="" type="checkbox"/> Complete Installation. <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements.
Annexes to this RFQ	<input checked="" type="checkbox"/> Specifications of the Goods Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3).  Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Pre bid meeting- Site visit	<p>A mandatory Site visit will be hold:</p> <p>Date : <b>November 13, 2019 10:00 AM</b></p> <p>Venue : UNDP office in Al-Qusur neighborhood east khalid been Alwalid Mosque</p> <p>The UNDP focal point for the arrangement is:</p> <p>Mr. Omran Al-hnedy  Mobile: 0996666139</p> <p>Email: <a href="mailto:om.alhnedy@gmail.com">om.alhnedy@gmail.com</a></p> <p><b>Bidders not attending the site visit will NOT be eligible to submit bids to this tender.</b>  <b>Bidders who attended the visits in the previous round on 28 Aug are not required to attend</b></p>
Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> e-tendering <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a>
Contact Person for Inquiries (Written inquiries only) <sup>1</sup>	<p>Walid Okla  Procurement Associate  <a href="mailto:walid.okla@undp.org">walid.okla@undp.org</a></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.

<sup>1</sup>This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

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,

  
Hanan Al Ali  
Head of Procurement Unit  
6 November 2019

## Annex 1

# Technical Specifications for Rehabilitation of Electricity network in Cinema Fouad Street Neighborhood at (Deir Ezzor City)

## Spare parts and equipment for the maintenance of the medium average line 20 kv

المواصفات الفنية لأعمال تأهيل شبكة الكهرباء في حس شارع سينما فؤاد بدير الزور  
قطع الغيار والمعدات الخاصة بصيانة خط المتوسط 20 ك ف

Qty	Unit	Description/Specifications	Items to be Supplied	No.
الأعمال المدنية الكهربائية				
30	عدد	تقديم وتركيب جهاز انارة 150 واط ليد (على الأقل ١٤٠ لومن لكل ١ واط) . توزيع الإستطاعة على شكل ( 3*50 ) واط و سماحية التوتر من ( 85 الى 265 ) فولت ،بمردود 80 % وسماحية التردد من ( 47 الى 63 ) هرتز وعمر الجهاز التشغيلي ( 50000 ) ساعة مصنوع من الالمنيوم بدرجة حماية IP65 light day كحد أدنى. ويكون من اجود الأنواع الموجودة في السوق وعلى المتعهد تقديم عينة يوافق عليها جهاز الإشراف قبل التركيب. ابعاد الجهاز ( 800 * 310 * 130 ) مم ملاحظة : على المتعهد فك جهاز الإنارة القديم ومستلزماته واعادته للجبهة المستفيدة (مجلس مدينة دير الزور ) وتسليمه وفق إيصالات معتمدة أصولاً.	تقديم وتركيب جهاز انارة 150 واط ليد	1
1000	م.ط	تقديم وتركيب كابل المنيوم مقطع ( 4 * 16 ) مم <sup>2</sup> نوع NAYY مع كل ما يلزم من ربط و قطع و اكسسوارات و يكون من اجود الأنواع الموجودة في السوق وعلى المتعهد تقديم شهادة اختبار للمنتج لموافقة جهاز الإشراف قبل توريد الكمية المطلوبة .	تقديم وتركيب كابل المنيوم مقطع ( 4 * 16 ) مم <sup>2</sup> نوع NAYY مع كل ما يلزم	2
13	عدد	تقديم وتركيب عمود انارة أسطوانى متفاوت الاقطار مع كل ما يلزم بحيث تكون الأنابيب جديدة وخالية من العيوب السطحية الظاهرية، وان يكون الجزء السفلي بطول 3 متر قطر 6 انش والجزء العلوي طول 6 متر بقطر 4 انش وحامل الكونسول بطول 3 متر قطر 2 انش والممتد منه 2 متر نحو الشارع ضمن زاوية لحمل الجهاز. وأن يكون طرفي الأنبوب نظيفي القطع ومتعامدين على المحور وألا تكون مشكّلة بالسباكة وتكون التفاوتات المسموح بها في الأنابيب كما يلي : 1. السماكة : تتراوح ما بين ( 5 ± 10 % ) 2. الاستقامة: ± 0.2% من طول الأنبوب. 3. الطول: ± 10مم من طول الأنبوب . 4. يجب ألا يقل عمق التداخل بين أنبوبين في العمود عن 150مم. يجب أن تلحم مساند تقوية في الخلوص الموجود بين أنبوبتين متتاليتين وأن تضمن هذه المساند توزيع منتظم للأحمال الساكنة والمتحركة (الديناميكية) المؤثرة على العمود وأن تقلل من تأثيرها على اللحام بين الأنبوبتين. يجب ان يحتوي العمود على فتحة للسماح بإدخال وتوصيل مجموعة التحكم والتوصيلات والمنصهرات وان يكون لها فتحة باب ومجسم يثبت عليه المنصهرات ويغلق بمفتاح محكم ويوجد مسمار معدني للتأريض غير قابل للصدأ لا يقل قطره عن 12 مم كما يربط الباب بسلسلة مع جسم العمود. يثبت العمود بقاعدة معدنية سفلية 40*40 سم بسماكة 12 مم وبراعي تثبيت طول 80 سم مقطع 28 مم سن خشن معقوفة من الأسفل مع ثلاث عزقات وقاعدة التثبيت الثانية المدمجة بالقاعدة الاسمنتية تكون بأبعاد 40*40 سم سماكة 10 مم. يدعم العمود مع القاعدة بمثلث سماكة 1 سم و ضلعي مثلث 6*15 سم، عدد 8 لكل عمود. يدهن العمود بالكامل بطبقة مانعة للصدأ وبطبقتين من الدهان بلون يتم اختياره من قبل لجنة الإشراف على المشروع.	تقديم وتركيب عمود انارة اسطوانى متفاوت الاقطار مع كل ما يلزم	3
17	عدد	صيانة عمود انارة مع كل ما يلزم من اعمال مدنية و كهربائية وأعمال لحام والتوصيل والجلخ وسد الثقوب وحسب رأي جهاز الاشراف مع الدهان بالكامل بطبقة مانعة للصدأ وبطبقتين من الدهان بلون يتم اختياره من قبل لجنة الإشراف .	صيانة عمود انارة مع كل ما يلزم	4

5	تقديم وتركيب لوحة تشغيل وتحكم مع كل ما يلزم	تقديم وتركيب لوحة تشغيل وتحكم مع كل ما يلزم وهي عبارة عن لوحة من الصاج تحتوي على قاطع رئيسي حراري مغناطيسي شدة ( ٥٠ امبير) عدد ١ و قواطع فرعية شدة ( ١٦ امبير) حرارية مغناطيسية عدد ٦ و خلية ضوئية بصفات متوافقة مع استندرات الجودة العالمية والكونتكتور من نوع (AC3 ٥٠ امبير) والجنكسيونات من النحاس الصافي والبراغي المغلقة ويترك محل لتركيب عداد القدرة لاحقا ضمن صندوق معدني سماكة 1 مم ابعاد ( 60*50 ) سم مدهون حراريا. مزودة بقفل للوحة . تكون كافة القطع من اجود الأنواع الموجودة في السوق مع تقديم عينات يوافق عليها من قبل لجنة الإشراف قبل التركيب.	عدد	2
6	حفر خندق لمد الكابلات مع ترحيل الفائض من ناتج الحفر	حفر خندق لمد الكابلات بأبعاد ( 30*60 cm ) والاعمدة بأبعاد ( 90*90*100 cm3 ) يدويا وباستخدام الكومبريسة مع اعادة الرصيف كما كان عليه سابقاً قبل العمل مع ترحيل الفائض من ناتج الحفر إلى موقع المكب المعتمد من قبل مجلس مدينة دير الزور ومشروع جمع و ترحيل الأنقاض المنفذ من قبل برنامج الأمم المتحدة الإنمائي بدير الزور والذي يبعد مسافة 12 كم من موقع شارع سينما فواد .	م3	190
7	تقديم و صب قاعدة بيتونية مسلحة للأعمدة	تقديم و صب قاعدة بيتونية مسلحة مكونة من بيتون نظافة عيار 200 كغ/م3 اسمنت سماكة 10 سم و تقديم و صب بيتون مسلح تسليح خفيف عيار ٣٥٠ كغ/م3 اسمنت بحيث يكون البحص فراتي خالي من الجبس و الشوائب و المياه صالحة للشرب مع وزن القاعدة مع لحظ الخلط الجيد والسقاية والأسمت بورتلندي مدموغاً عليه تاريخ الصنع .	عدد	13
8	تقديم و فرش رمل نهري بسماكة 30 سم	تقديم و فرش رمل نهري ناعم ويجب استعمال الرمل الطبيعي على أن يكون هذا الرمل متماسكا وخاليا من المواد اللاصقة كالطمي أو كل كمية يمكن ملاحظتها من الكريات الطينية، كما يجب ألا يحتوي على المواد الضارة كالطينية والجبسية وأن يكون الرمل خاليا من أملاح الحديد والفحم وخلافها ويتم فرش الرمل على طول الخندق بشكل وسادة رملية ثم يتم وضع الكابلات وتردم مرة أخرى بالرمل بحيث يشكل سماكة الرمل الكلي 30سم (على المقاول تقديم عينة من المادة والحصول على موافقة جهاز الاشراف عليها قبل الاحضار)	م3	60
9	تقديم وتركيب بلوك 10*20*40 عيار 200 كغ/م3	تقديم ومد البلوك المفرغ 10*20*40 عيار 200 كغ 3م في الخنادق على أن تكون سطوح البلوك مستوية ومتوازية وزواياها قائمة وخالية من القتال ومصنع بمونة إسمنتية ويوضع شريط تحذيري على طول الخندق للدلالة على الكابلات (على المقاول تقديم عينة من المادة والحصول على موافقة جهاز الاشراف عليها قبل الاحضار)	عدد	2300
10	تقديم وتركيب قسطل 3 انش من PVC	تقديم وتركيب قسطل بلاستيك قطر ( 3 ) إنش وسماكة ( 2,3 ) مم , مصنوع من مادة PVC المرن من أجود الأنواع المتوفرة في الأسواق (طوبى بلاست أو ساعد أو مايعادلها) ووفق المواصفات القياسية السورية وفق السماكات والضغوط النظامية المطلوبة مع العزل على أن تكون الأنابيب مدموغة باسم الشركة الصانعة وسنة الصنع والقطر المطلوب (على المقاول تقديم عينة من المادة والحصول على موافقة جهاز الاشراف عليها قبل الاحضار)	م.ط	50
11	تقديم وتركيب تأريض للعمود بوترد واحد مع	تقديم وتركيب تأريض للعمود بوترد واحد مع المرص من النحاس المجنول بمقطع ٥٠ مم ٢ ويربط مع جسم العمود اما المنصهرات فهي النوع البطيء الانصهار وبما تتناسب مع الحماليات اللازمة لذلك والربط يراعي فيه المتانة الميكانيكية والتوصيل المحكم	عدد	30
12	تقديم وتركيب كابل نحاسي 2*2.5	تقديم وتركيب كابل نحاسي 2*2.5 NYY مع الربط و كل ما يلزم من قطع و اكسسوارات و يكون من اجود الأنواع الموجودة في السوق (على المقاول تقديم عينة من المادة والحصول على موافقة جهاز الاشراف عليها قبل الاحضار)	م.ط	450

**In English**  
**The Technical Specifications and required Works for the Rehabilitation of the Lighting**  
**Network in Fouad Cinema Street – Deir Ezzor 2019**

Qty	Unit	Description/Specifications	Items to be Supplied	No.
<b>Civil electrical works</b>				
30	item	<p>Providing and installing 150w LED lighting device (at least 140Lumen per one watt). Distributing the capacity onto 3x50w with a voltage range 85-265w yielding 80%, and a frequency of 47-63Hz, 50000 operation hours, made from aluminum and at least IP65 protection in light day. The contractor shall submit a sample to the supervisory body for approval before installation takes place.</p> <p>The device dimensions are: 800x310x130mm</p> <p>NB: The contractor shall remove the old lighting device and its accessories and duly hand it over to the beneficiary (Deir Ezzor City Council)</p>	Providing and installing 150w LED lighting device	1
1000	M	<p>Providing and installing NAYY aluminum cable (4x16mm<sup>2</sup>) with all that is required including connections, fittings and accessories. The contractor shall submit a test certificate of the product for the supervisory body's approval before supplying the required quantity.</p>	Providing and installing NAYY aluminum cable (4x16mm <sup>2</sup> ) with all that is required	2
13	Item	<p>Providing and installing cylindrical lighting poles of different diameters with all that is required. The poles shall be new and defectless. The lower part shall be 3m long and 6 inches in diameter, and the upper 6m long and 4 inches in diameter. The console holder shall be 3m long and 2 inches in diameter and the part extending over the street 2m within a corner to hold the device.</p> <p>The pole ends shall be properly made and orthogonal with the axis without any molding problem. The permitted variation in pipes shall be as follows:</p> <ol style="list-style-type: none"> <li>1. Thickness: 5mm <math>\pm</math> 10%</li> <li>2. Straightness: <math>\pm</math> 0.2% of the pipe length</li> <li>3. Length: <math>\pm</math>10mm of the pipe length</li> <li>4. The overlapping depth of two pipes inside the pole shall not be less than 150mm</li> </ol> <p>Supports shall be welded between each two consecutive pipes in a way ensuring a regular distribution of the static and dynamic loads on the poles as well as minimizing their effect on the welding between the two pipes.</p> <p>The poles shall contain a hole to allow the insertion and connection of the control set, wires and fuses in addition to having a hole with a locked door and a fuses holder, and a stainless steel ground rod (at</p>	Providing and installing light poles with all that is required	3



		<p>least 12mm in diameter). Moreover, the door shall be linked to a chain with the poles.</p> <p>The pole shall be fastened with a 40x40cm, 12mm thick base with 80cm bolts, 28mm<sup>2</sup> in section, hooked at the bottom with three nuts. The second base that is built-in base with the cement base shall be 40x40cm and 10mm thick.</p> <p>Each pole shall be supported with the base by eight 1cm thick triangles whose sides measure 6x15cm.</p> <p>The poles shall be entirely painted with anti-rust paint layer in addition to two layers of paint whose color shall be decided by the supervising committee.</p>		
17	Item	Maintaining lighting poles with all that is required including the civil and electrical works, welding, connecting, smoothing, and hole-filling works as per the opinion of the supervisory body in addition to painting with anti-rust paint layer in addition to two layers of paint whose color shall be decided by the supervising committee.	Maintaining lighting poles with all that is required	4
2	Item	Providing and installing control panels with all that is required. The panel is made from metal sheets and contains one 50Amp thermo-magnetic main breaker, six 16Amp thermo-magnetic secondary breakers, a light cell in conformity with international quality standards, 50Amp AC3 connector, pure-copper junctions and galvanized bolts. A space for installing the power meter shall allocated in a 50x60cm, 1mm thick thermally sprayed metal box equipped with a panel lock. Samples shall be submitted for approval by the supervising committee before installation.	Providing and installing control panels with all that is required	5
190	M <sup>3</sup>	Manually and mechanically digging a 60x30cm cable ditch and another one for the poles 100x90x90cm <sup>3</sup> in addition to restoring the sidewalk to its original status and transferring the surplus of digging products to the landfill approved by Deir Ezzor City Council and UNDP, 12km from Fouad Cinema Street.	Digging a cable ditch and transferring the surplus of digging products	6
13	Item	Providing and pouring 10cm thick reinforced concrete bases, 200kg/m <sup>3</sup> , and providing and pouring light reinforced concrete, 350kg/m <sup>3</sup> , with Furati gravel void of gypsum and impurities and that the water to use is drinking water taking into account proper mixing, watering and using Portland cement with the production date on the bags.	Providing and pouring reinforced concrete bases for the poles	7
60	M3	Providing and laying fine river sand. Natural sand shall be used provided it is cohesive and void of cohesive such as clay or any noticeable amount of mud or gypsum. It shall also have no iron or coal salts. The sand shall be laid along the ditch making a sand pad on which the cables are placed and the ditch backfilled with another layer of sand, hence having overall sand layer of 30cm. (The contractor shall submit a sample of the material and obtain the supervisory body's approval before supplying the quantity)	Providing and laying 30cm thick river sand	8
2300	Item	Providing and installing 40x20x10cm blocks, 200kg/m <sup>3</sup> inside the ditches provided that the blocks surfaces are level, parallel with right angles, void of warping and made from cement mortar. A warning	Providing and	9

		tape shall be placed along the ditches indicating the cables (The contractor shall submit a sample of the material and obtain the supervisory body's approval before supplying the quantity)	installing 40x20x10cm blocks, 200kg/m <sup>3</sup>	
50	M	Providing and installing 3" elastic PVC pipes, 3.2mm thick (Touba Plast, Saad or an equivalent) in conformity with the Syrian Standard Specifications and the required regular thicknesses and pressures in addition to insulation. The pipes shall bear the manufacturer's name, production date and diameter (The contractor shall submit a sample of the material and obtain the supervisory body's approval before supplying the quantity)	Providing and installing 3" PVC pipes	10
30	Item	Providing and installing grounding for each pole made from one rod with a twisted copper cable, 50mm <sup>2</sup> section, tied to the pole. The fuses shall be slow-fusing and in line with the required protections. Mechanical solidity and tight connection shall be considered.	Providing and installing poles grounding rod and cable	11
450	M	Providing and installing NYY copper cable, 2*2.5, with connecting and all required parts and accessories. (The contractor shall submit a sample of the material and obtain the supervisory body's approval before supplying the quantity)	Providing and installing NYY copper cable, 2.5*2	12

• يشترط على العارض الالتزام بما يلي " شروط التقديم "

The bidder is required to comply with the following:	على العارض الالتزام بما يلي:
<p><b>The bidder must comply with the following:</b></p> <ol style="list-style-type: none"> <li>The bidder must have experience in the same field at least for 3 years and with an execution of two similar projects at least.. He must submit a document proving this from the concerned parties.</li> <li>The bidder shall specify the trade names and specifications of the pieces and materials to be submitted as much as possible. Any ambiguity in the specifications shall be interpreted in favor of the project and the best specification shall be requested.</li> <li>Provide original catalogs for all equipment and materials supplied.</li> <li>Mention the name of the manufacturer and country of origin (country of manufacture) of the materials supplied.</li> <li>The contractor shall submit samples of the materials (which do not have a technical bulletin) prior to bringing them and obtain the approval of</li> </ol>	<ol style="list-style-type: none"> <li>1. يشترط على العارض المتقدم أن يكون ممارس للمهنة مدجة لا تقل 3 سنوات ومنفذ على الأقل مشروعين مشابهيين وعلى العارض تقديم وثيقة تثبت ذلك من الجهات المعنية.</li> <li>2. على العارض تحديد الأسماء التجارية والمواصفات للقطع والمواد التي سيقدمها ما أمكن وسيتم تفسير أي غموض في المواصفات لصالح المشروع وطلب المواصفة الأفضل</li> <li>3. تقديم كاتالوجات أصلية عن كافة التجهيزات والمواد المقدمة .</li> <li>4. تحديد اسم الشركة الصانعة وبلد المنشأ ( بلد الصنع ) للمواد المقدمة.</li> <li>5. على المقاول تقديم عينات عن المواد ( التي ليس لها نشرة فنية ) قبل إحضارها والحصول على موافقة لجنة الإشراف عليها وذلك وفق ما هو وارد في الإعلان والعقد الموقع مع برنامج الأمم المتحدة الإنمائي .</li> <li>6. عند تنفيذ الأعمال , على المتعهد جمع أي مواد ذات قيمة تابعة لمجلس المدينة و للشركة العامة للكهرباء بدير الزور ( من أعمدة وأجهزة إنارة</li> </ol>

<p>the Supervisory Committee according to what is contained in the announcement and the contract signed with the United Nations Development Programme.</p> <p>6. In the execution of the works, the contractor shall collect any valuable materials belonging to the City Council and the Public Company of Electricity in Deir Ezzor (poles, lighting equipment, old lines, cables, etc.) and hand over assets under delivery receipts.</p> <p>7. All the rehabilitation works included in this contract are carried out under the supervision and follow-up of a technical supervision committee formed by the beneficiary in cooperation with the field team of the United Nations Development Programme.</p> <p>8. All stages of work must be carried out under the supervision of the accredited body and in the presence of the supervisory body, which is designated for this purpose.</p> <p>9. The guarantee is one calendar year from the date of receipt by the supervising technical committee.</p> <p>10. The execution period is 90 days starting from the date of delivery of the site.</p> <p>11. The contractor shall visit the site to inspect all the required works according to the date to be determined. The offer shall be submitted on the basis of the field visit.</p> <p>12. The contractor must not use any of previously used materials.</p> <p>13. The contractor is responsible for all the maintenance and repair of the damage resulting from the execution of works on the site including tarmacking and digging ditches.</p> <p>14. The delay penalty is deducting 0.5% of the contract value for each day delay for a period not exceeding 15 days.</p> <p>15. The final insurance is 10% for one calendar year from the date of final delivery of the works.</p> <p>16. The value of each item shall not be disbursed if any content in it is violated.</p> <p>17. The contractor shall provide and erect road signs indicating the existence of workshops and excavations and warn passers-by and workers of the risks in accordance with the guidance of the supervision and placed them in the appropriate places for the project.</p>	<p>بالية وخطوط قديمة وأكبال ... ) وتسليمها أصولاً بموجب إيصالات تسليم.</p> <p>7. جميع أعمال التأهيل الواردة في هذا العقد تتم تحت إشراف ومتابعة لجنة إشراف فنية تتشكل من قبل الجهة المستفيدة بالتعاون مع الفريق الميداني لبرنامج الأمم المتحدة الإنمائي .</p> <p>8. يجب تنفيذ كافة مراحل العمل بإشراف الجهة المستفيدة وبحضور جهاز الإشراف الذي يتم تسميته لهذا الغرض .</p> <p>9. الضمان مدته سنة ميلادية من تاريخ الإستلام من قبل اللجنة الفنية المشرفة.</p> <p>10. مدة التنفيذ ( 90 ) يوم تبدأ من تاريخ تسليم الموقع.</p> <p>11. على المتعهد زيارة الموقع لمعاينة كافة الأعمال المطلوبة حسب الموعد الذي سيتم تحديده ويتم تقديم العرض بناء على الزيارة الميدانية .</p> <p>12. يجب عدم إستخدام أي من المواد المستعملة سابقاً .</p> <p>13. تقع على عاتق المتعهد جميع أعمال الصيانة وإصلاح الكسور الناتج عن تنفيذ الأعمال في الموقع من أعمال تزفيت لموقع حفر الخنادق.</p> <p>14. غرامة التأخير 0.5 % من قيمة التعاقد عن كل يوم تأخير لمدة لا تتجاوز 15 يوم .</p> <p>15. تأمينات نهائية بقيمة 10 % لمدة سنة ميلادية إعتباراً من تاريخ التسليم النهائي للأعمال .</p> <p>16. لا يتم صرف قيمة البند في حال مخالفة أي محتوى فيه .</p> <p>17. على المتعهد تقديم ونصب الشاخصات الطرقية وإشارات تدل على وجود ورشات العمل والحفريات وتحذر المارة والعمال من المخاطر وفق توجيهات جهاز الإشراف وماهوا متعارف عليه و وضعها في الأماكن المناسبة للمشروع.</p> <p>18. على المتعهد تأمين كافة معدات السلامة واللباس المناسب للعمال خلال تنفيذ الأعمال مزودة بشعار برنامج الأمم المتحدة الإنمائي وإسم المشروع بعد الحصول على موافقة الفريق الميداني على اللباس وطريقة وضع الشعار والكتابة .</p> <p>19. على التنسيق مع الجهة المستفيدة للحصول على كافة الموافقات .</p> <p>20. التقيد في الشروط المتعلقة في تنفيذ الأعمال المذكورة أعلاه وفق معايير الجودة القياسية ومواصفات الجهات المعتمدة بهذا المجال والشروط الفنية الخاص بهذا العقد والمدرج أعلاه .</p> <p>21. جميع إجراءات التعاقد ستتم وفق أنظمة برنامج الأمم المتحدة الإنمائي في سورية .</p>
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18. The contractor shall provide all the safety equipment and the appropriate dress for the workers during the execution of the works, with the logo of UNDP and the name of the project after obtaining the approval of the field team for dress, logo and writing.
19. The contractor shall coordinate with the beneficiary to obtain all approvals.
20. Compliance with the conditions related to the implementation of the above-mentioned work in accordance with the quality standards and the specifications of the accredited bodies in this area and the technical conditions for this contract and listed above.
21. All contracting procedures shall be in accordance with the regulations of the United Nations Development Programme in Syria.
22. Offers made in US Dollars shall be disbursed in Syrian Pounds according to the United Nations Exchange Rate approved on the invoice submission date.
23. The Organization shall not be liable for the increase in prices after the award of the contract and the offer shall be executed at the prices at which the tender was submitted until the completion of the project.
24. In accordance with the requirements of the work, the rehabilitation work may be modified by 20% of the value of the estimative report and the approval of the beneficiary and the project supervision staff at the same prices as the estimative report.
25. Payment shall be made in two installments, the first of which after 45 days from the date of commencement of the work, provided that the completion rate of the work shall not be less than 50% of the required work volume, and the second on the final delivery and execution of all the required works in this project.
26. The value of each item shall not be expended if any content in it is violated.
27. The bidder shall provide all necessary machinery, work equipment, transport vehicles and all necessary equipment.
28. The bidder must submit his offer according to the UNDP model

22. يتم الصرف للعروض التي تقدم بالدولار الأمريكي باللييرة السورية على سعر صرف الأمم المتحدة المعتمد بتاريخ تقديم الفاتورة .
23. المنظمة غير مسؤولة عن زيادة الأسعار بعد إرساء العقد وعلى العرض تنفيذ الأعمال بالأسعار التي تم التقدم بموجبها على المناقصة ولغاية إنتهاء مدة تنفيذ المشروع.
24. يحق وفقاً لمقتضيات العمل تعديل أعمال التأهيل بنسبة 20% من قيمة الكشف وموافقة الجهة المستفيدة وكادر الإشراف على المشروع وبنفس أسعار الكشف التقديري.
25. يتم الصرف على دفعتين , الدفعة الأولى بعد مضي 45 يوم من تاريخ بداية تنفيذ الأعمال على أن تكون نسبة إنجاز الأعمال لا تقل عن 50 % من حجم الأعمال المطلوبة والدفعة الثانية عند التسليم النهائي وتنفيذ كافة الأعمال المطلوبة في هذا المشروع.
26. لا يتم صرف قيمة البند في حال مخالفة أي محتوى فيه.
27. على العارض تأمين كافة الأليات ومعدات العمل اللازمة وسيارات نقل المواد اللازمة وكل مايلزم للعمل.
28. على العارض الإلتزام بتقديم عرضه وفق نموذج برنامج الأمم المتحدة الإنمائي.

No.	Questions & Answers
1	هل العمود المقدم من قبل المتعهد مصمم بقطعة واحدة ام عدة اجزاء؟ العمود المقدم عبارة عن ثلاث مقاطع كما هو وارد في الإعلان في البند رقم (3): الجزء السفلي و الجزء العلوي و حامل الكونسول.
2	كيف يتم تثبيت قاعدة العمود؟ يتم تثبيتها كما ورد في الإعلان في البند رقم ( 7 )
3	ماهي نوعية جهاز الانارة المطلوب ؟ جهاز انارة ليد 150 واط كما هو موضح في الإعلان في البند رقم ( 1 ) : 150 استطاعة واط و شدة إضاءة 140 لومن/واط و على شكل ثلاث مصفوفات 3*50 و درجة حماية IP65 من الألمنيوم
4	مكان الحفر لتمديد الكابلات؟ الحفر يتم على الرصيف مع مراعاة اعادة الموقع كما كان.
5	ماهي مادة العمود المطلوب تقديمه؟ اعمدة معدنية، كما هو وارد في الإعلان .
6	فيما يخص عملية فك الأجهزة الانارة القديمة المركبة على الاعمدة وتوابعها؟ , وفق ما هو مذكور في الإعلان والموضح في البند رقم 2 , على المتعهد فك أجهزة الإنارة القديمة ومستلزماتها وتسليمها للجهة المستفيدة ( مجلس مدينة دير الزور ) ويتم تسليمها وفق إيصالات معتمدة أصولاً.
7	عملية الصيانة للعمود هل تتضمن فك العمود و على أي بند يتم تحميل الاعمال المدنية ( القاعدة الاسمنتية)؟ عملية الصيانة للعمود حسب ما هو مذكور في الإعلان تتضمن كل مايلزم من أعمال مدنية بحيث تشمل صيانة القاعدة الإسمنتية للعمود وعملية الصيانة تشمل فك العمود وإجراء الصيانة اللازمة له ثم إعادة تركيبه كما كان.
8	هل الكونسول القديم يبقى على وضعه في الاعمدة المطلوب صيانتها في البند 4؟ يتم صيانة الكونسول المركب على العمود القديم بحيث يصبح بطول وقطر متناسق مع الكونسول الذي يتم تقديمه مع العمود الجديد، بحيث يكون متناسق بين الأعمدة المركبة (13 عمود) والأعمدة المراد صيانتها (17 عمود).

## Annex. 2

### FORM FOR SUBMITTING SUPPLIER'S QUOTATION

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

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. 128-19:

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

Item No	Description/Specification of Goods	Qty	Unit	Latest Delivery Date	Unit Price	Total Unit Price
1	Providing and installing 150w LED lighting device	30	عدد	90 يوم		
2	Providing and installing NAYY aluminum cable (4x16mm <sup>2</sup> ) with all that is required	1000	م.ط			

3	Providing and installing light poles of different diameters with all that is required	تقديم وتركيب عمود انارة اسطواني متفاوت الاقطار مع كل ما يلزم	13	عدد			
4	Maintaining lighting poles with all that is required	صيانة عمود انارة مع كل ما يلزم	17	عدد			
5	Providing and installing control panels with all that is required	تقديم وتركيب لوحة تشغيل وتحكم مع كل ما يلزم	2	عدد			
6	Digging a cable ditch and transferring the surplus of digging products	حفر خندق لمد الكابلات مع ترحيل الفائض من ناتج الحفر	190	م3			
7	Providing and pouring reinforced concrete bases for the poles	تقديم و صب قاعدة بيتونية مسلحة للأعمدة	13	عدد			
8	Providing and laying 30cm thick river sand	تقديم وفرش رمل نهري بسمائة 30 سم	60	م3			
9	Providing and installing 40x20x10cm blocks, 200kg/m <sup>3</sup>	تقديم وتركيب بلوك 10*20*40 عيار 200كغ/م <sup>3</sup>	2300	عدد			
10	Providing and installing 3" PVC pipes	تقديم وتركيب قسطل 3 انش من ال PVC	50	م.ط			
11	Providing and installing poles grounding rod and cable	تقديم وتركيب تأريض للعمود بوتد واحد مع المرس	30	عدد			
12	Providing and installing NYY copper cable, 2.5*2	تقديم وتركيب كابل نحاسي NYY 2*2.5	450	م.ط			
Total Prices of Services							
Add: Cost of Transportation							
Add: Cost of Insurance							
Add: Other Charges (pls. specify)							
Total Final and All -Inclusive Price Quotation							

**TABLE 4 : 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 90 days			
Delivery Location in Dier Ezour City requested			
Validity of Quotation (60 Days)			
Country/ies Of Origin:			

Comply with the number years of experience: At least 3 year			
Comply with the requested number of similar projects: At least 2 projects			
All Provisions of the UNDP General Terms and Conditions			
Comply with the Technical Specifications & Requirements			
Warranty for minimum 12 months on all delivered items			

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]*

## **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**

- 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.