



REQUEST FOR QUOTATION (RFQ)

DATE: June 17, 2016
REFERENCE: LEB/CO RFQ/134/16

Dear Sir / Madam:

We kindly request you to submit your quotation for **the Supply of NEW KITCHEN EQUIPMENT FOR ROUMIEH PRISON, Lebanon**, 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 June 30, 2016 at 2:00 p.m. Beirut Local Time** and via **e-mail, or via courier mail or by hand to the address below:**

United Nations Development Programme
Procurement Unit, UNDP Lebanon
Room # 310, 3rd Floor
Arab African International Bank Building, Riad El Solh Street
Nejmeh, Beirut 2011 5211, Lebanon
Tel: +961 1 962 500
Fax: +961 1 962 491
E-mail: procurement.lb@undp.org

Quotations submitted by email must be limited to a maximum of 8 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.

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

Delivery Terms [INCOTERMS 2010]	DAP: Delivery at Place
Customs clearance, if needed, shall be done by:	Supplier in coordination with UNODC
Exact Address/es of Delivery Location/s	Roumieh Prison, Lebanon
UNDP Preferred Freight Forwarder, if any	Not Applicable
Distribution of shipping documents (<i>if using freight forwarder</i>)	Not Applicable
Latest Expected Delivery Date and Time (<i>if delivery time exceeds this, quote may be rejected by UNDP</i>)	<input checked="" type="checkbox"/> Within 15 days from the issuance of the Purchase Order.
Delivery Schedule	<input checked="" type="checkbox"/> Required
Packing Requirements	Please refer to the attached Schedule of Requirements and Technical Specifications.
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT (if applicable) and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of Three years <input checked="" type="checkbox"/> Technical Support <input checked="" type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair
Deadline for the Submission of Quotation	Thursday, June 30, 2016 at 2:00 p.m. Beirut Local Time
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including Data sheets, Catalogues and certificates of conformity for the main components relevant to the goods/services being procured; <input checked="" type="checkbox"/> A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on

	<p>the country of origin, use/dual use nature of goods or services, including and disposition to end users;</p> <p><input checked="" type="checkbox"/> Quality Certificates (ISO, etc.);</p> <p><input checked="" type="checkbox"/> Latest Business Registration Certificate;</p> <p><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past two (2) years;</p> <p><input checked="" type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer);</p> <p><input checked="" type="checkbox"/> Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer);</p> <p><input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;</p> <p><input checked="" type="checkbox"/> VAT Registration Certificate (if applicable);</p> <p><input checked="" type="checkbox"/> Time schedule for supply;</p> <p><input checked="" type="checkbox"/> Similar Projects reference list showing at least 3 years of experience of the offeror;</p> <p><input checked="" type="checkbox"/> Statement proving availability of after sales services spare parts in Lebanon, mentioning the name and the address of the local provider;</p> <ul style="list-style-type: none"> • Evidence of a workshop to have Technical Support when needed • Evidence of availability of spare parts when needed.
Period of Validity of Quotes starting the Submission Date	<p><input checked="" type="checkbox"/> 120 days</p> <p>In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.</p>
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<p>The payment currency is USD, and the payment will be made as follows:</p> <p>100% upon UNODC confirmation of the following:</p> <ul style="list-style-type: none"> ➤ Successful delivery of the equipment at the designated site accompanied with letters certifying the requirements on warranties, spare parts, and standards. ➤ Equipment Passing Inspection Test and fully compliant with specifications requirements ➤ Receipt of official invoice

	Within thirty (30) calendar days after the date of the satisfactory certificate of completion for the respective delivery requirements and Testing and Acceptance issued by the UN assigned entity.
Performance Security	<input checked="" type="checkbox"/> Required Amount : 10% of the Contract Value Form: See Enclosed – Form for Performance Security
Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per week of delay: 1% Max. no. of days of delay: 10 days Next course of action: Termination of Contract
Evaluation Criteria	<input checked="" type="checkbox"/> Demonstrated ability to honour important responsibilities and liabilities allocated to Supplier in this RFQ (e.g. financial, performance guarantees, warranties, etc...). <input checked="" type="checkbox"/> The time schedule complies with the deadlines set in the RFQ. <input checked="" type="checkbox"/> Proof of after-sales service capacity and appropriateness of local service and technical support available. <input checked="" type="checkbox"/> The technical description of equipment complies with the requirements of performance and size of the RFQ. <input checked="" type="checkbox"/> Data sheets, Catalogues and certificates of conformity for the goods meet or exceed the requirements of this RFQ and relevant performance standards. <input checked="" type="checkbox"/> Authorizations by the main goods' manufacturer to Bidder offering to supply the goods in the country of final destination. Not required for goods which the Bidder manufactures. <input checked="" type="checkbox"/> The statement of warranty of defects in materials and workmanship and operation and performance guarantee, backed by the manufacturers guarantee, meets or exceeds the required period.
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of Contract if the delivery/completion is delayed by 10 days. <input checked="" type="checkbox"/> Others, refer to Annex 3 – General Terms and Conditions
Conditions for Release of Payment	<input checked="" type="checkbox"/> Letters certifying the requirements on warranties, after sales services, spare parts, and standards <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements
Annexes to this RFQ	<input checked="" type="checkbox"/> Schedule of Requirements and Technical Specifications (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions (Annex 3) <input checked="" type="checkbox"/> Form for Performance Security (Annex 4) 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) ¹	UNDP Lebanon Procurement Unit Email: procurement.lb@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
No. of copies of quotation that must be submitted (if by courier or hand)	Original: One Copy: One

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, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

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

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

¹ 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.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Luca Renda
Country Director
June 17, 2016

SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

PROCUREMENT OF NEW KITCHEN EQUIPMENT'S FOR ROUMIEH PRISON

1. BACKGROUND

The United Office on Drugs and Crime (UNODC) is requesting the bidding for the refurbishment of new Kitchen in Roumieh prison within the framework of the project "Improvement of detention conditions in prisons" Project undertaken by the Ministry of Justice with the technical assistance of UNODC, in close collaboration with the Ministry of Interior, funded by the Italian government.

UNODC is the entity responsible of the activity implementation in close coordination with the counterpart

2. OBJECTIVES

Procurement of an equipped kitchen in a good condition to produce enough food of sufficient quality to prevent nutritional deficiencies

3. SCOPE OF WORKS

Provision of the below listed Materials and equipment's complying with the technical specifications as indicated in the table.

Item	DESCRIPTION	QTY
Stove	Stove 60 x 80 x50 stainless steel structure (Safety sensor)	14
shallow pots	stainless steel wide shallow pots 80x30 4 handles	14
shallow pots	stainless steel wide shallow pots 70x30 4 handles	14
Ladle	stainless steel reinforced ladle 2 LT Capacity	14
skin food carrying container	stainless steel double skin food carrying container Capacity 32 Lt	30
colander	stainless steel colander 80 x14	10
colander	stainless steel colander 50x12	8
Spatula	stainless steel mixing spatula 91 Cm	12
Knives	Butcher Knives size 23 cm (15
Sharpener	Sharpener 30 cm	5

Knives	Vegetable cutting knives 22 cm	15
Potato peeler	Electrical Potato peeler 20 kg Capacity	2
Vegetable cutter	Electrical Vegetable cutter 400 Kg Capacity	1
Oven tray	Oven tray 60x40x5	50
Ladle	Ladle 12 cm for distributing food from containers	25
Skimmers	Skimmers 12 cm for distributing food from containers	25
Cutting Boards	Cutting Boards (200x100x2cm)	5

4. DELIVERY PLACE AND DEADLINE

The contracting company is expected to deliver the items within **15 days** effective from contract signature date. The requested items will be delivered to Roumieh Prison

5. TERMS OF PAYMENT

100% upon receipt of duly certified invoice, and satisfactory performance of services, the incurred cost shall be settled within 30 days (from the day UNDP receives the said invoice) via an Electronic Bank Fund Transfer (EFT)

6. AFTER-SALES SERVICES

- Warranty on Parts and Labor for minimum period of Three years is required
- Technical Support
- Provision of Service Unit when pulled out for maintenance/ repair

FORM FOR SUBMITTING SUPPLIER'S QUOTATION²
(This Form must be submitted only using the Supplier's Official Letterhead/Stationery³)

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. LEB/CO RFQ/134/16:

Supply of NEW KITCHEN EQUIPMENT FOR ROUMIEH PRISON, Lebanon.

Items #	Description of Item	units	QTY	Total Price (US \$)
1	Stove 60 x 80 x50 stainless steel structure (Safty sensor)	#	14	
2	stainless steel wide shallow pots 80x30 4 handles	#	14	
3	stainless steel wide shallow pots 70x30 4 handles	#	14	
4	stainless steel reinforced ladle 2 LT Capacity	#	14	
5	stainless steel double skin food carrying container Capacity 32 Lt	#	30	
6	stainless steel colander 80 x14	#	10	
7	stainless steel colander 50x12	#	8	
8	stainless steel mixing spatula 91 Cm	#	12	
9	Butcher Knives size 23 cm (#	15	
10	Sharpener 30 cm	#	5	
11	Vegetable cutting knives 22 cm	#	15	
12	Electrical Potato peeler 20 kg Capacity	#	2	
13	Electrical Vegetable cutter 400 Kg Capacity	#	1	
14	Oven tray 60x40x5	#	50	
15	Ladle 12 cm for distributing food from containers	#	25	
16	Skimmers 12 cm for distributing food from containers	#	25	

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

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

Items #	Description of Item	units	QTY	Total Price (US \$)
17	Cutting Boards (200x100x2cm)	#	5	

Total Price US\$ (DAP, exclusive of VAT)	
VAT (10%) US\$ (if applicable)	
Grand Total Price US\$ (DAP, inclusive of VAT)	

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

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

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

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

2. PAYMENT

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

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

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

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

3. TAX EXEMPTION

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

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

4. RISK OF LOSS

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

5. EXPORT LICENCES

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

6. FITNESS OF GOODS/PACKAGING

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

7. INSPECTION

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

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

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

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

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

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

10. LATE DELIVERY

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

11. ASSIGNMENT AND INSOLVENCY

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

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. CHILD LABOUR

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

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

15. MINES

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

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

16. SETTLEMENT OF DISPUTES

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

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

17. PRIVILEGES AND IMMUNITIES

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

18. SEXUAL EXPLOITATION:

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

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

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

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

FORM FOR PERFORMANCE SECURITY

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in 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 to enter* dated *Click to enter*, to deliver the goods and execute related services *Click here to enter text*. (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.....
