

REQUEST FOR QUOTATION (RFQ)

DESCRIPTION: Provision of training on Report writing skills, Negotiation Skills and Communication Skills.	DATE: June 30, 2020
	REFERENCE: RFQ/LBY/CSI/2020/052

Dear Sir / Madam:

We kindly request you to submit your price quotation for the Provision of three trainings: Report writing skills, Negotiation Skills and Communication Skills, detailed in Annex 1 of this RFQ.

When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Price Quotation must be submitted on or before 08th July 2020, 14.00 hours, Tripoli time, Libya via email at following emails address: tenders.ly@undp.org with reference number (RFQ/LBY/CSI/2020/052).

Quotations submitted by email must be limited to a maximum of 5MB transmissions. They must be free from any form of virus or corrupted content.

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.

When 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 required service/s:

Place of contract	Offeror's proposed location
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars (US\$) Reference date for determining UN Operational Exchange Rate: Closing date of submission of quotation
Period of Validity of Quotes	60 days - commencing on the submission date
Advanced Payment upon signing of contract	Not allowed
Implementation Schedule indicating breakdown and timing of activities/sub-activities	Required
Names and curriculum vitae of individuals who will be involved in completing the services	Provide evidence that the proposed trainers possess necessary skills and certifications.
Quotation shall include the following:	a. Cover Letter: A cover letter that lists the lead contact person with contact information.

	<p>b. General Information: Include a description of the institution/company's history and experience to demonstrate that the institution /company has the capacity to undertake the training.</p> <p>c. Business Licenses: Provide a statement warranting that all state, and local registrations, licenses, and permits required for the operation of business conducted by the institution /company are current.</p> <p>d. Proof of Past experience: (list of clients to whom similar services were provided)</p> <p>e. Schedule: An outline of the institution /company's proposed timeline reflecting start and completion dates of services</p> <p>g. Proposed training programme agenda and strategy that clearly sets out the approach of the offeror to the achievement of the training objectives.</p> <p>h. 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>i. Duly Accomplished Form as provided in Annex 2, and in accordance with the TOR in Annex 1 with company stamp and signature.</p>
Evaluation method to be used in selecting the most responsive Bid	<p>Lowest priced offer of technically qualified/responsive quotation</p> <p>Evaluation of bids shall be made on LOT wise basis.</p>
Evaluation Criteria	<ol style="list-style-type: none"> 1. Capacity to undertake the services (Minimum 3 years of experience of providing similar services/trainings) – 30 points; 2. At-least 3 similar trainings provided in the past (<u>documentary evidence must be provided</u>) – 30 points; 3. Trainer (s) qualification (as per TOR) - <u>resumes must be provided</u> - 40 points, 20 points per trainer. 4. Acceptance of General Terms & Conditions. <p>Service provider(s) scoring a minimum of 70 marks will be considered technically responsive.</p>
Maximum Expected duration of contract	The successful vendor shall preferably complete the services in 5 days (training days) for each of the trainings.
All documentations, including catalogs, instructions and operating manuals, shall be in this language	English
Deadline for the Submission of	On before 08 th July 2020, 14.00 hours, Tripoli time, Libya, ref.

Quotation	www.greenwichmeantime.com
Partial Quotes	Allowed [The bidders may apply for one, more than one or all Lots. Evaluation of bids will be made on Lot-wise basis].
UNDP will award to	<p>One or more than one service provider, depending on the following factors:</p> <p>Award for each Lot would be made to the “Lowest priced technically responsive, eligible and qualified” service provider. As service provider may submit bids for several Lots and may be lowest priced for several Lots, therefore one service provider may get Purchase Order/ Institutional contract for several Lots where service provider is the lowest priced technically responsive, eligible and qualified.</p>
Type of Contract to be Signed	Purchase Order/ Institutional contract.
Conditions for Release of Payment	Submission of supplier’s invoice and certification by UNDP.
Annexes to this RFQ	<p>TOR (Annex 1) SUPPLIER’S QUOTATION (Annex 2) General Terms and Conditions for PO (Annex 3).</p> <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</p>
Contact Person for Inquiries	<p>All the enquiries should be addressed to UNDP at procurement.ly@undp.org stating the RFQ reference number: RFQ/LBY/CSI/2020/052</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 offerors.</p>

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

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

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,



Atiqullah Said
Head of Service Center
UNDP Libya

Terms of Reference

Provision of Training on Report writing skills, Negotiation Skills and Communication Skills

Background:

The political developments on the ground in Libyan situation brings several additional responsibilities and challenges to state institutions. Currently, Libya faces many difficult challenges – security, political, economic and humanitarian - but change to bring about stability and progress is also possible.

To meet the expectations of the population, the government institutions need to focus holistically on consolidating peace, security and revitalizing the economy, strengthening good governance and providing basic services. To this effect there is a need to build the capacity of staff working in state institutions to better understand how international organizations operate. This will help bring a common understanding around the operating procedures of international organizations in Libya.

The capacity strengthening of the Ministry of Planning is the necessary step towards enhanced coordination and communication across the ministries, stakeholders and international donors, which will contribute to the restoring of state and sub-national institutions in Libya and providing the enabling environment and opportunity to reinvigorate the process of Libya's democratic transition. This is of even more relevance as Libya is facing increasing numbers of COVID-19 in different parts of the country. It is expected that the MoP will play a more relevant role in the coordination of the pandemic response.

As the chair of the Governance Working Group, of which UNDP is co-chairing to provide coordination support, as well as the leading entity to establish the Libya Coordination Mechanism Information System (LCMIS) across the international communities as well as the government entities at national and sub-national levels, the international community expressed readiness to support the Technical Cooperation Office (TCO) in providing both technical and financial support. The active international community in Libya including multilateral and bilateral agencies has shown interest to provide technical and policy support and advice to the MoP and the TCO.

Provision of Training on Report writing skills, Negotiation Skills and Communication Skills

The MoP is expected, in these complicated times in Libya, to strengthen its capacity on report writing, negotiation and communication. These skills are crucial for the MoP staff and the TCO staff, which will lead to the overall contribution to enhanced coordination of international development and humanitarian projects currently in place in Libya with international communities and respective national institutions.

Project Objectives:

The objective of UNDP's CSI project in Libya is to avail of local, regional and international expertise and technical assistance to national counterparts with the aim of strengthening the national government's capacities and institutional development for improved public service delivery at the national and local

level. UNDP partnered with the Ministry of Planning to provide support to line Ministries to improve consistency and efficiency of government development programmes.

Scope of Service

The services are divided into three lots as below:

LOT 1: Report Writing Skills.

LOT 2: Negotiation Skills.

LOT 3: Communication Skills.

a) Report Writing skills

The objective of this trainings is to develop the capacity of staff of the Ministry of Planning and line ministries to build their capacities in **technical report writing** in order to contribute to an overall enhanced coordination with international communities and national institutions, including the coordination for the COVID-19 response.

The training will provide skills in structuring and scoping of reports, from conception to completion, that targets specific audience with visual aids to support the report. Generally, the training will try to achieve the following objectives:

- Increase the participants' knowledge and understanding of the writing process, reporting structure, report types and templates, visual aids, and drafting letters.
- Reinforce their knowledge in generating reliable conclusions effectively by researching, analyzing and organizing information, providing evidence-based recommendations to support management decision making, and application of advanced methodologies to make reports effective.

Description of the Required Services:

Five days training programme in Arabic for 15 participants on Report writing skills, with focus on below minimum areas:

- Writing process
- Reporting structure
- Report types and templates
- Use of visual aids
- Elements of effective reports
- Drafting letters

Length of training:

- The training on Technical Reporting Skills will need to be completed in one-week time (5 consecutive days) tentatively from 30 July 2020(in case of any change in training dates, exact dates will be communicated at the time of contract/Purchase Order). This will be subjected to

the opening of the international borders.

- For the training purposes, the offeror should make available necessary training material and equipment for the training.

Language of instruction:

Arabic

b) Negotiation Skills

The purpose of this training is to develop the capacity of 15 members of the MOP to build their negotiation capacities in order to contribute in overall enhanced coordination with international communities and national institutions.

The training will provide skills in understanding the strengths and weaknesses, preparing for negotiation using structured approach and using a variety of effective tools. Generally, the training will try to achieve the following objectives:

- Increase the participants' knowledge and understanding of the negotiation stages, structured approach and tools.
- Reinforce their confidence in negotiation.

Description of the Required Services:

5 days training programme in Arabic for 15 participants on Negotiation Skills, with focus on below minimum areas:

- Understanding negotiation
- Learning to prepare for negotiation
- Self-assessing weaknesses and strengths of negotiation
- Learning structured approach in negotiation
- Learning negotiation in variety of scenarios
- Learning tools to get points across effectively and for problem solving
- Promote confidence in negotiation
- Practical sessions, including to create action plans

Length of training:

- The training on Negotiation Skills will need to be completed in one-week time (5 consecutive days) tentatively from 30 July 2020(in case of any change in training dates, exact dates will be communicated at the time of contract/Purchase Order). This will be subjected to the opening of the international borders.
- For the training purposes, the offeror should make available necessary training material and equipment for the training.

Language of Instruction:

Arabic

c) Communication skills

The objective of this trainings is to develop the capacity of staff of the Ministry of Planning to build their capacities in **internal and external communication** in order to contribute to an overall enhanced coordination with international communities and national institutions, including the coordination for the COVID-19 response.

The training will provide skills in learning how to interact and convey messages clearly and assertively whilst gaining the ability to listen to others. Generally, the training will try to achieve the following objectives:

- Increase the participants' knowledge and skills on communicating effectively internally with fellow employees in the workplace and externally with international donors, international organizations and national institutions.
- Reinforce their knowledge in understanding different viewpoints, manage disputes and build valuable working relationships.

Description of the Required Services:

Five days training programme in Arabic for 15 participants on Communication skills will focus on below minimum areas:

- Effective communication
- How to define the message to communicate
- Verbal and non-verbal communication
- Communication cycle
- Effective listening and responding
- Building a network inside and outside the workplace
- Management of conflict

Length of training:

- The training on Communication Skills will need to be completed in one-week time (5 consecutive days) tentatively from 30 July 2020(in case of any change in training dates, exact dates will be communicated at the time of contract/Purchase Order). This will be subjected to the opening of the international borders.
- For the training purposes, the offeror should make available necessary training material and equipment for the training.

Language of instruction:

Arabic

QUALIFICATIONS OF THE SUCCESSFUL CONTRACTOR

Qualifications of the service provider for all trainings

- The service provider shall have at least 3 years of similar experience;
- At least 3 successfully managed and conducted multiple day trainings in the field of professional development or relevant field (documentary evidence must be provided);
- Proven capacity to organize /training/advocacy/event activities

Qualifications of trainers: (CVs of the trainer(s) to be included to the quotation)

The trainers, at least 2 trainers for each training, must possess the following:

- Relevant University Degree (Masters) in economics, business and administration, law, finance or other relevant sciences;
- At least 3 years of experience in delivering similar trainings in the field of professional development or another relevant field.
- Fluency in Arabic;

Submission in response to Request for Quotation (RFQ) must include the proposed training programme agenda and strategy that clearly sets out the approach of the offeror to the achievement of the training objectives.

Venue of the trainings:

All trainings shall take place in Northern Cyprus, as the preferred location both for convenience and on the request of the Ministry of Planning (no visa required for Libyan citizens)

Note: Participants will make their own travel arrangement and accommodation

SUPPLIER'S QUOTATION

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

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. **RFQ/LBY/CSI/2020/052- Provision of training on Report writing skills, Negotiation Skills and Communication Skills.**

LOT 1: Provision of training on Report writing skills:

- **TABLE 1: Offer to Supply Services Compliant with Terms of Reference and Requirements specified in annex 1**

Item No.	Description/Specification of Goods	QTY	Unit Price (\$)	Total Price per Item (\$)
1.	Cost of 5 days consecutive training on Report Writing skills for 15 participants (in Arabic) * (Provide breakdown of cost composition)	15		
2.	Cost of materials	15		
3.	Additional cost (if any, such as Miscellaneous) to be specified.	LS		
Total Final and All-Inclusive Price for the training				

In case of increase in number of participants, a prior notice will be provide and same unit rate will be applied for additional participants.

We declare that the firm/company or individuals employed by the firm/company are not included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility list.

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

Name: _____

Position: _____

Address and Mobile Number: _____

Authorized Signature: _____ Date: _____

SUPPLIER'S QUOTATION

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

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. **RFQ/LBY/CSI/2020/052- Provision of training on Report writing skills, Negotiation Skills and Communication Skills.**

LOT 2: Provision of training on Negotiation Skills:

- **TABLE 2: Offer to Supply Services Compliant with Terms of reference and Requirements specified in annex 1**

Item No.	Description/Specification of Goods	QTY	Unit Price (\$)	Total Price per Item (\$)
4.	Cost of 5 days consecutive training on Negotiation Skills for 15 participants (in Arabic) *	15		
5.	Cost of training material	15		
6.	Additional cost (if any, such as Miscellaneous) to be specified.	LS		
Total Final and All-Inclusive Price for the training				

In case of increase in number of participants, a prior notice will be provide and same unit rate will be applied for additional participants.

We declare that the firm/company or individuals employed by the firm/company are not included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility list.

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

Name: _____

Position: _____

Address and Mobile Number: _____

Authorized Signature: _____ Date: _____

SUPPLIER'S QUOTATION*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery)*

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. **RFQ/LBY/CSI/2020/052- Provision of training on Report writing skills, Negotiation Skills and Communication Skills.**

LOT 3: Provision of training on Communication Skills:

- **TABLE 3: Offer to Supply Services Compliant with Terms of reference and Requirements specified in annex 1**

Item No.	Description/Specification of Goods	QTY	Unit Price (\$)	Total Price per Item (\$)
7.	Cost of 5 days consecutive training on Communication Skills for 15 participants (<u>in Arabic</u>) *	15		
8.	Cost of training material	15		
9.	Additional cost (if any, such as Miscellaneous) to be specified.	LS		
Total Final and All-Inclusive Price for the training				

In case of increase in number of participants, a prior notice will be provide and same unit rate will be applied for additional participants.

We declare that the firm/company or individuals employed by the firm/company are not included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility list.

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

Name: _____

Position: _____

Address and Mobile Number: _____

Authorized Signature: _____ 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.