



## REQUEST FOR QUOTATION (RFQ) (Goods)

UNITED NATIONS DEVELOPMENT PROGRAMME SIERRA LEONE	DATE: <b>June 30, 2020</b>
	REFERENCE: SLE/RFQ/2020/012

Dear Sir / Madam:

We kindly request you to submit your quotation for Procurement of Fishing Equipment (outboard Engines and Fishing Nets), 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 **Close of Business (5:00pm) Monday July 6, 2020** and via (choose appropriate box) ☐ *e-mail*, ☐ *courier or mail* to the address below:

**United Nations Development Programme**  
**Fourah Bay Close, Off Main Motor Road, Wilberforce**  
**Freetown**  
**procure.sle@undp.org**

Quotations may be submitted by hand or courier services as indicated above and must reach the UNDP office on or before the deadline. Quotations submitted by hand should be registered in a bid submission form/register and deposited in the Blue Tender Box located at the reception of the office building, Ground Floor in the presence of the bidder or representative. Quotation delivered elsewhere than the specified place and does not follow the explained procedure shall be disqualified.

It shall remain your responsibility as the bidder to ensure that your quotation reach's the address above on or before the deadline. As mentioned, quotations that are submitted to 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 procurement of the furniture as explained in detail in the specifications.

[Date]

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Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input checked="" type="checkbox"/> DAP <input type="checkbox"/> Other	
Exact Address/es of Delivery Location/s	Fourah Bay Close, Off Main Motor Road, Wilberforce, Freetown, Sierra Leone.	
UNDP Preferred Freight Forwarder, if any	N/A	
Distribution of shipping documents (if using freight forwarder)	N/A	
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> <b>Shortest delivery time as indicated by the most compliant bid (s)</b> <input checked="" type="checkbox"/> As per Delivery Schedule attached Time: Throughout office hours Time Zone of Reference: Sierra Leone Local Time	
Delivery Schedule	<input checked="" type="checkbox"/> <b>Required</b> <input type="checkbox"/> Not Required	
Packing Requirements	N/A	
Mode of Transport	<input checked="" type="checkbox"/> <b>AIR</b> <input checked="" type="checkbox"/> <b>SEA</b>	<input checked="" type="checkbox"/> <b>LAND</b> <input checked="" type="checkbox"/> <b>OTHER</b>
Preferred Currency of Quotation	<input type="checkbox"/> United States Dollars <input checked="" type="checkbox"/> <b>Local Currency: Sierra Leone Leones but the equivalent amount should be stated in United States Dollars</b> <input type="checkbox"/> Euros	
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> <b>Must be exclusive of VAT and other applicable indirect taxes</b> <input type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes	
After-sales services required	<input checked="" type="checkbox"/> maintenance or replacement, whichever that may be required <input checked="" type="checkbox"/> warranty on parts or all items <input checked="" type="checkbox"/> Flexibility to UNDP settings	
Deadline for the Submission of Quotation	COB (5:00pm) Sierra Leone Time, <b>Monday, July 06, 2020</b>	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> <b>English</b> <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others	
Documents to be submitted	<input checked="" type="checkbox"/> <b>Quotation containing full and clear detailed specifications and price for all items.</b> <b>UNDP reserves the right to award only one of the quotes.</b>	

	<input type="checkbox"/> Confirmation that licenses of this nature have been obtained in the past and an expectation of obtaining all the necessary licenses should the quotation be selected; <input type="checkbox"/> <b>Quality Certificates (ISO, etc.);</b> <input checked="" type="checkbox"/> <b>Latest Business Registration Certificate;</b> <input checked="" type="checkbox"/> <b>Latest Internal Revenue Certificate / Tax Clearance;</b> <input type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); <input type="checkbox"/> Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer); <input type="checkbox"/> <b>Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied;</b> <input type="checkbox"/> Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods". <input type="checkbox"/> Patent Registration Certificates (if any of technologies submitted in the quotation is patented by the Supplier); <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; <input type="checkbox"/> Others
Period of Validity of Quotes starting the Submission Date	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days <input type="checkbox"/> other 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 permitted <input type="checkbox"/> Permitted <input type="checkbox"/> other:
Payment Terms	<input checked="" type="checkbox"/> <b>Upon full delivery and acceptance of all items meeting full specification and requirement.</b> <input type="checkbox"/> Others
Liquidated Damages	N/A



Evaluation Criteria	<input checked="" type="checkbox"/> <b>Technical responsiveness/Full compliance to specifications, best delivery time and best price<sup>1</sup></b> <input checked="" type="checkbox"/> <b>Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criterion and cannot be deleted regardless of the nature of services required]</i></b> <input checked="" type="checkbox"/> <b>full adherence to all requirement to this RFQ</b> <input checked="" type="checkbox"/> <b>Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;</b> <input checked="" type="checkbox"/> <b>All Latest Business Registration Certificate;</b> <input checked="" type="checkbox"/> <b>current valid NaSSIT Certificate/Clearance;</b> <input checked="" type="checkbox"/> <b>Latest/updated Internal Revenue Certificate / Tax Clearance;</b> <input checked="" type="checkbox"/> <b>Full/complete quotation for all items</b> <input checked="" type="checkbox"/> <b>Warranty for a period of 12months (one year)</b> <input checked="" type="checkbox"/> <b>Bid validity 90 days</b> <input checked="" type="checkbox"/> <b>Works yard (for lot 2 – boat construction);</b> <input checked="" type="checkbox"/> <b>list, pictures references of previous work done in the last 2 years;</b> <input checked="" type="checkbox"/> <b>Certificate of authorization, if vendor is an authorized dealer;</b> <input checked="" type="checkbox"/> <b>All equipment owned or to be hired;</b> <input checked="" type="checkbox"/> <b>work schedule;</b>
UNDP will award to:	<input checked="" type="checkbox"/> <b>Contract will be awarded by lot</b> <input type="checkbox"/> One or more Supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input type="checkbox"/> Other
Special conditions of Contract	<input checked="" type="checkbox"/> <b>Cancellation of PO if the PO conditions are not met, including delivery schedule.</b> <input type="checkbox"/> Others
Conditions for Release of Payment	<input checked="" type="checkbox"/> <b>Passing Inspection upon 100% delivery of all required items as agreed, full delivery.</b> <input checked="" type="checkbox"/> <b>full adherence to specifications and UNDP requirement</b> <input checked="" type="checkbox"/> <b>General conditions of contract</b> <input type="checkbox"/> Completion of Training on Operation and Maintenance <input checked="" type="checkbox"/> <b>Written Acceptance of Goods based on full compliance with RFQ requirements</b> <input type="checkbox"/> Others

Annexes to this RFQ	<input checked="" type="checkbox"/> <b>Technical Specifications (Annex 1)</b> <input checked="" type="checkbox"/> <b>Form for Submission of quotation (Annex 2)</b> <input checked="" type="checkbox"/> <b>General Terms and Conditions/special Conditions (Annex 3)</b> <input type="checkbox"/> <b>Others</b>  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) <sup>2</sup>	<b>Email: <i>Procure.sle@undp.org</i></b> 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.

Services 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 best value for money, 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.

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.

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 the General Terms and Conditions of UNDP herein attached as Annex 4.

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/business/protest-and-sanctions.html>

**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.

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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,

*Yona Samo*

**Yona Samo  
Procurement Specialist  
June 30, 2020**



## Annex 1

## Technical Specifications

ITEMS	Description / Specifications of Goods	QUANTITY	Latest Delivery Date	Compliance Yes/No
<b>LOT 1</b>				
40 Horse Power Outboard Engine	Engine Type: 3 cyl Displacement: 747cc Bore x Stroke: 65 x 75mm (2.56 x 2.95 in.) Prop Shaft Horsepower: 40hp at 5500rpm Full Throttle RPM Range: 5000 ~ 6000 rpm Alternator Output at W.O.T.: 17 Amp Compression Ratio: 9.4:1 Fuel Induction System: EFI Weight*: 97 kg (214 lbs) - 101kg (223 lbs)	3		
<b>Capital Fishing Nets</b>				
Net	210D/9x15/8"x400mdx200yds	8 (Net Color White/Blue)		
Net	210D/6x15/8"x400mdx200yds	8 (Net Color White/Blue)		
Cork	SHE 6	7000		
Rope	10mmx200yds	15		
Rope	6mmx200yds	15		
Engine	Yamaha 40 HP	1		
<b>Couta Fishing Nets</b>				
Net	210D/36x4"x100mdx200yds	8 (Net Color White/Blue)		
Net	210D/45x5"x100mdx200yds	8 (Net Color White/Blue)		
Net	210D/45x4"x100mdx200yds	8 (Net Color White/Blue)		
Net	210D/36x5"x100mdx200yds	8 (Net Color White/Blue)		
Cork	SHE 17	700		
Rope	10mmx200yds	20		
Rope	8mmx200yds	20		
Engine	Yamaha 40 HP	1		
<b>Umbrella Fishing Nets</b>				
Net	210D/18x4.5"x200mdx200yds	8 (Net Color Deep Blue Only)		
Net	210D/15x4.5"x200mdx200yds	10 (Net Color Deep Blue Only)		
Net	210D/18x5"x200mdx200yds	8 (Net Color Deep Blue Only)		
Net	210D/15x5"x200mdx200yds	10 (Net Color Deep Blue Only)		
Cork	DH 20	4000		
Rope	8mmx200yds	40		
Rope	6mmx200yds	40		
Engine	Yamaha 40 HP	1		

[Date]

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LOT 2				
WOODEN BOAT CONSTRUCTION MEASUREMENTS WITH ICE BOXES				
Umbrella Fishing Boat and Ice Box	Umbrella Fishing Boat: Length =55 ft Width = 7 ft Depth =4.6 ft  Ice Box: Length =11 ft Width =4.10 ft Depth = 4.4 ft	1 piece		
Couta Fishing Boat and Ice Box	Couta Fishing Boat: Length = 50 ft Width = 6 ft Depth = 4.4 ft  Ice Box: Length =7.5 ft Width = 5.6 ft  Depth = 3.6 ft	1 piece		
Capital Fishing Boat	Capital Fishing Boat: Length = 45 ft Width = 6 ft Depth = 4 ft No Ice Box Needed	1 piece		

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Yona Samo  
Procurement Specialist  
June 30, 2020



## Annex 2

**FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>3</sup>***(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>4</sup>)*

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. \_SLE/RFQ/2020/012:

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

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
1	<b><u>40horse power outboard engine</u></b>	3			
	<b><u>Capital Fishing Nets</u></b>				
2	Net	8			
	Net	8			
	Cork	700			
3	Rope	15			
	Rope	15			
3	<b><u>Couta Fishing Nets</u></b>				
4	Net	8			
	Net	8			
	Net	8			
	Net	8			
	Cork	700			
	Rope	20			
	Rope	20			
	<b><u>Umbrella Fishing Nets</u></b>				
	Net	8			
	Net	10			
	Net	8			
	Net	10			
	Cork	4000			
	Rope	40			
	Rope	40			

<sup>3</sup> This serves as a guide to the Supplier in preparing the quotation and price schedule.

<sup>4</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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	<b>Total Prices of Goods<sup>5</sup></b>	
	Add : Cost of Transportation	
	Add : Cost of Insurance	
	Add : Other Charges (pls. specify)	
	<b>Total Final and All-Inclusive Price Quotation</b>	

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<sup>5</sup> Pricing of goods should be consistent with the INCOTERMS indicated in the RFQ

*Km*

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

Other Information pertaining to our Quotation are as follows:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time			
Estimated weight/volume/dimension of the Consignment:			
Country/ies Of Origin <sup>6</sup> :			
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance			
b) Minimum one (1) year warranty on both parts and labor			
c) Service Unit to be Provided when the Purchased Unit is Under Repair			
d) Brand new replacement if Purchased Unit is beyond repair			
e) Others			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

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]*

<sup>6</sup> If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.  
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**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**

[Date]

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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.