



## REQUEST FOR QUOTATION (RFQ)

DATE: <b>July 28, 2017</b>
REFERENCE: <b>LEB/CO RFQ/135/17</b>

Dear Sir / Madam:

We kindly request you to submit your quotation for **Provision of a Van to Atayeb Al Rif Cooperative**, 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 on or before **Friday, August 11, 2017 at 3:00 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: [lb.bidding@undp.org](mailto:lb.bidding@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. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	DDP, Delivered Duty Paid: Delivery at Place ( <b>Atayeb Al Rif headquarters</b> , Mount Lebanon: Sin El Fil) and Customs Paid
Customs clearance <sup>1</sup> , if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror
Exact Address/es of Delivery Location/s (identify all, if multiple)	Requested item is to be delivered, tested and operated to the consignee: <b>Atayeb Al Rif headquarters located in Mount Lebanon.</b> Address: Mount Lebanon: Sin El Fil, Lebanon.
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<b>Four (4) months</b> effective from the Purchase Order issuance
Delivery Schedule	<input checked="" type="checkbox"/> Required
Packing Requirements	Please refer to the attached Technical Requirements.
Preferred Currency of Quotation <sup>2</sup>	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Quotation <sup>3</sup>	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> Warranty: against defects in material or workmanship for a period of 12 months from the date of delivery to the original purchaser and 2 years' or 200,000 km warranty for the Chassis <input checked="" type="checkbox"/> Technical Support <input checked="" type="checkbox"/> Supply of spare parts when needed, Bidders shall include the contact details (name, address, tel. number and email) of the local representative who is in charge for maintenance and supply of spare parts.
Deadline for the Submission of Quotation	<b>Friday, August 11, 2017 at 3:00 p.m. Beirut Local Time</b>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted <sup>4</sup>	<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"/> A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users;

	<input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past two (2) years; <input checked="" type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); <input checked="" type="checkbox"/> Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer); <input checked="" type="checkbox"/> Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods". <input checked="" 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 checked="" type="checkbox"/> Warranty: against defects in material or workmanship for a period of 12 months from the date of delivery to the original purchaser and 2 years' or 200,000 km warranty for the Chassis <input checked="" type="checkbox"/> Proof of after-sales service capacity and appropriateness of local service and technical support available and supply of spare parts when needed <input checked="" type="checkbox"/> The Vendor Shall: 1-Fill in brand name, model, availability of required minimum specifications & remarks. 2- Attach product brochure and/or data sheet 3- With a color highlighter, highlight in brochure or in data sheet listed features & corresponding specifications.
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 120 days  In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms <sup>5</sup>	The payment currency is USD, and the payment will be made as follows: 100% upon complete delivery of goods value at designated site, within 30 days from receipt and acceptance of related invoices and documentation.
Liquidated Damages	Liquidated damages shall apply for late delivery. The percentage of Purchase Order price per day of delay: 1% for each day until 10% of the value of the PO is reached. Next course of action might be the cancellation of the PO.

Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price (model 2017 and model 2016 will be evaluated separately) <input checked="" type="checkbox"/> Full acceptance of the PO General Terms and Conditions <input checked="" type="checkbox"/> Earliest Delivery / Shortest Lead Time
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 Purchase Order if the delivery/completion is delayed by Ten (10) days. <input checked="" type="checkbox"/> Others, refer to Annex 3 – General Terms and Conditions
Conditions for Release of Payment	<input checked="" type="checkbox"/> Items Passing Inspection Test <input checked="" type="checkbox"/> Written Acceptance of Goods and Installation works based on full compliance with RFQ requirements
Annexes to this RFQ <sup>6</sup>	<input checked="" type="checkbox"/> Technical Requirements (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions (Annex 3)  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>7</sup>	UNDP Lebanon Procurement Unit <b>Email:</b> <a href="mailto:lb.bidding@undp.org">lb.bidding@undp.org</a>  Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

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

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

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

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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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

**Thank you and we look forward to receiving your quotation.**

**Sincerely yours,**

**Andreas Lehnert**  
**Head of Procurement Unit**  
**July 28, 2017**

## Technical Requirements

### 1. BACKGROUND

**Project Title:** Provision of a Van to Atayeb Al Rif Cooperative

Lebanon has experienced severe economic and social impact since the eruption of the Syrian crisis. As of January 2017, the number of registered displaced Syrians is 1,017,433 which amount to roughly 25% of the overall population of Lebanon. Livelihoods in Lebanon have been severely impacted by the demographic and economic shocks as a consequence of the Syrian conflict. Lebanon's recent economic struggles and subsequent political crises have had a detrimental impact on the rural economies in Lebanon.

Agriculture cooperatives play a major role in supporting socio-economic development through job creation and promotion of decent work, with the potential to contribute to rural development and to lift families out of poverty traps and vulnerability. In spite of the important role of agro-food cooperatives and their potential benefits to the communities, the sector in Lebanon suffers from many limitations, mainly in providing these cooperatives access to market and building their marketing and sales skills. The 2015-2019 Ministry of Agriculture strategy highlights the need of supporting the cooperative sectors whereby the target is to increase the percentage of active agriculture cooperative to 35% (the current situations is 25%) in addition to increasing the percentage of members to 7% (4.5% in 2013). According to the Ministry of Agriculture Directorate of Cooperatives, there are about 848 agricultural cooperatives in Lebanon.

Recent statistics show that the largest share of agro-food establishments (45%) operate from Mount Lebanon. Agriculture cooperatives play a major role in supporting socio-economic development through job creation and promotion of decent work, with the potential to contribute to rural development and to lift families out of poverty traps and vulnerability.

The cooperatives of Mount Lebanon have been the least supported during the last decade due to many factors, one of which is the perception of the communities of having a well-developed, somehow self-sufficient system. However, the status of most cooperatives of Mount Lebanon is similar to all others in Lebanon.

Additionally, most agricultural cooperatives in Mount Lebanon face a marketing problem due to many factors, one of which is the financial hardship to participate in exhibitions and events. The high expenses of logistics, rental fees as well as the unavailability of a transportation mean, among others, make it counterproductive and unaffordable for cooperatives to participate in such events. The LHSP office in Mount Lebanon recently met with 10 agricultural cooperatives, and found that 90% are facing some sort of marketing problems, attributing this to the lack of transportation, lack of visibility at exhibitions, lack of demand, and increased competition against imports.

The cooperative that we are aiming to support through this intervention is Atayeb Al Rif. It is a marketing cooperative that supports the operations of over 40 agricultural cooperatives and other beneficiaries (MSMEs, associations, etc.) in Lebanon. This is done through exposing products to local and international markets, under the "Lebanese Village Products", and through creating sales points including Atayeb Al Rif

Cooperative and a local Boutique, as well as the support provided to enhance quality control and food safety. Hence, increasing the chance to more saleable products.

Through Atayeb el Rif experience, most of the cooperatives have adequate products to sell, but lack a marketing supporting system, and even with the establishment of Atayeb el Rif the possibility for cooperatives to participate in seasonal events where they are most likely to sell and build potential clients database is still weak and sometimes null. The provision of the food van will play a major role in resolving this problem, as it will facilitate the participation of agricultural cooperatives in exhibitions and events around Lebanon.

The van, which could be equipped to become a mobile food van/Van, will be managed by Atayeb Al Rif, and strategically put at the disposal of cooperatives, which fit the criteria, for no fee for the first year and a minimal fee starting the second year.

The proposed mobile food van will have multiple benefits with the overall result to increase a participating cooperative's income by at least 20% per exhibition/event. First, through cost reduction, where a cooperative will no longer have to rent transportation vehicle, tables, chairs, and kitchen equipment at the exhibition, since the van will provide those facilities. Second, through the enhanced display, where the van will attract more visitors due to its appealing and cleaner presentation. Additionally, cooperatives will be able to build a wider clients database which will in return create a long-term income generating effect.

Another aspect will also be tackled through this intervention, whereby there will be better preservation and more efficient handling of products. On this note, some cooperatives have experienced trouble with transporting their products in non-refrigerated vehicles, where the product became inedible when it reached the venue.

Finally, the food van could also be used as a mobile facility, collectively among numerous cooperatives, willing to participate in one exhibition, where each cooperative will have its own selling booth. This will further cut down on costs, while benefitting from all the food van features.

## **2. OBJECTIVES**

The technical specifications were developed to purchase a van that could be converted to a mobile food Van in the aim to support the marketing strategies and needs of Lebanese cooperatives through Atayeb Al Rif. The awarded company shall ensure the supply of a van and deliver it to the Atayeb Al Rif headquarters in Sin El Fil. Moreover, Atayeb Al Rif is to ensure the registration of the Van.

### 3. SCOPE OF WORKS

Provision of a Van, complying with the following technical specifications:

#### Technical Specifications

<b>Item 1: Vehicle for Atayeb El Rif</b>			
<b>Item No</b>	<b>Name of Goods or Related Service</b>	<b>Quantity</b>	<b>Technical Specifications and Standards</b>
1	Van	1	<b>Model and Color</b> <ul style="list-style-type: none"><li>Model: 2017 (PLEASE QUOTE AS WELL FOR MODEL 2016 AS ALTERNATE OPTION)</li><li>Color: white</li><li>No side doors or windows</li></ul>
			<b>Engine and Gearbox</b> <ul style="list-style-type: none"><li>Details: minimum 4 cylinders</li><li>Power: minimum 130 BHP</li><li>Gearbox: manual, minimum 5 speed + reverse</li></ul>
			<b>Fuel System</b> <ul style="list-style-type: none"><li>Type: diesel</li><li>System: injection</li><li>Tank Capacity: minimum 70 L</li></ul>
			<b>Brakes</b> <ul style="list-style-type: none"><li>Front: discs or drums</li><li>Rear: discs or drums</li></ul>
			<b>Steering</b> <ul style="list-style-type: none"><li>Hydraulic power steering</li></ul>
			<b>Safety</b> <ul style="list-style-type: none"><li>Airbags and seat belts for cabin passengers</li><li>Anti-lock brake system (ABS)</li><li>Central lock</li></ul>
			<b>Miscellaneous</b> <ul style="list-style-type: none"><li>Seating Capacity: 3 people</li><li>Air Conditioning</li><li>AM/FM radio</li></ul>
			<b>Payload and Dimensions</b> <ul style="list-style-type: none"><li>Wheelbase minimum length: 4m</li><li>Overall minimum dimensions: length 6.8m, width 1.9m, height 2.5m</li></ul>



			<ul style="list-style-type: none"> <li>• Cargo minimum dimensions: length 4.3m, width 1.7m, height 1.9m</li> </ul>
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#### 4. DELIVERY PLACE AND DEADLINE

The contracting company is expected to deliver the items within **4 months** effective from the PO Issuance date. The requested items will be delivered to the Atayeb Al Rif headquarters located in Mount Lebanon: Sin El Fil.

#### 5. TERMS OF PAYMENT

100% upon complete delivery of the van at designated site, within 30 days from receipt and acceptance of related invoices and documentation.

#### 6. AFTER-SALES SERVICES

- Warranty against defects in material or workmanship for a period of 12 months from the date of delivery to the original purchaser,
- 2 years' or 200,000 km warranty for the Chassis
- Technical Support
- Supply of spare parts when needed

#### 7. ADDITIONAL NOTE:

UNDP seeks quotations for vehicles Model 2017. Bidders are however encouraged to submit a quotation for the same vehicle, but model 2016. While the preference is given to the model 2017, UNDP reserves the right to purchase the model 2016 for budgetary reasons. Both options (model 2017 and model 2016) will be evaluated separately)

## FORM FOR SUBMITTING 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. **LEB/CO RFQ/135/17**:

**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	Van	1			
Customs Fees US\$					
Total Price US\$ (DDP, exclusive of VAT)					
VAT (10%) US\$ (if applicable)					
Grand Total Price US\$ (DDP, inclusive of VAT)					

**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:			
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance			
b) Minimum one (1) year warranty on both parts and labor			
c) Brand new replacement if Purchased Unit is beyond repair			
d) Others			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements [pls. specify]			

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

***[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.