

## REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	DATE: <b>11 October 2017</b>
	REFERENCE: <b>RfQ17/01613</b>

Dear Sir / Madam:

We kindly request you to submit your quotation for Provision of Vehicle Insurance Services, 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 **25 October 2017, 16:30 (Moldova local time)** and via e-mail or courier mail to the address below:

**United Nations Development Programme in Moldova**  
**131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova**  
**Attention: Registry Office/Procurement**  
[tenders-Moldova@undp.org](mailto:tenders-Moldova@undp.org)

Quotations shall be submitted in English or Romanian duly signed and stamped and shall be marked with the note **"RfQ17/01613: Provision of Vehicle Insurance Services under Long Term Agreement"**.

Quotations submitted by email must be limited to a maximum of 5MB, virus-free and no more than 5 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 services:

Latest Expected Delivery Date and Time ( <i>if delivery time exceeds this, quote may be rejected by UNDP</i> )	<input checked="" type="checkbox"/> 10 calendar days from the issuance of the Purchase Order (PO) per vehicle
Delivery Schedule	<input checked="" type="checkbox"/> Not Required
Preferred Currency of Quotation <sup>1</sup>	<input checked="" type="checkbox"/> United States Dollars <input checked="" type="checkbox"/> Moldovan Lei

<sup>1</sup> Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> Technical Support during incident documentation <input checked="" type="checkbox"/> UN Country office, Agencies and Projects will also solicit RCA and Carte Verde insurance policies based on their needs; <input checked="" type="checkbox"/> Payments on awarded contracts will be processed after contract signature within 15 calendar days; <input checked="" type="checkbox"/> Payments on paid claims should be processed within 15 calendar days the latest from case decision taken;
Deadline for the Submission of Quotation	<b>25 October 2017, 16:30 (Moldova local time)</b>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Others: Romanian or Russian
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Company profile (short info up to 2 pages); <input checked="" type="checkbox"/> Copy of Company's Registration Certificate; <input checked="" type="checkbox"/> Latest License/Certification for provision of insurance services <input checked="" type="checkbox"/> Detailed description of the offered services; <input checked="" type="checkbox"/> Company Regulation on reimbursement of damage costs; <input checked="" type="checkbox"/> Sample contract for comprehensive vehicle insurance modified in accordance with UNDP General Terms and Conditions; <input checked="" type="checkbox"/> Financial balance sheet for the fiscal year 2016 (companies from Moldova shall provide copy of financial balance sheet endorsed by the National Bureau of Statistics of the Republic of Moldova; companies from abroad shall provide audited financial report by a reputable specialized agency or financial balance sheet endorsed by authorized state bodies); <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 5 Clients in terms of Contract Value for the past 2 years. Copy of agreements must be submitted along with the offer to reflect a minimum of one year contract and a fleet of a minimum 20 vehicles. <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;
Period of Validity of Quotes starting the Submission Deadline Date	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input 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	<input checked="" type="checkbox"/> 100% upon complete delivery of services
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <sup>2</sup> ; <input checked="" type="checkbox"/> <b>Procedures for Evaluation of Quotations:</b>

<sup>2</sup> UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

	<p>Offerors are requested to provide quotations as per Annex 2 (Quotation Form). Bidders must quote for <u>all</u> vehicles from the list. Evaluation procedure will be applied in order to identify the winner of the competition, which will subsequently be offered to sign a Long-Term Agreement for the provision of vehicle insurance services to the UN Agencies in Moldova.</p> <p>The offers shall be scored based on the lowest total amount calculated using the provided insurance prime rate:  <u>Total Amount = <math>\Sigma</math> (Insurance Prime Rate x Vehicle Purchase Price)</u>  The Long-Term Agreement shall be signed with the technically qualified offeror, which obtained the lowest total amount of expenditure.</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Gross Written Premiums over 7 million USD for the last two years combined;</li> <li><input checked="" type="checkbox"/> Minimum two-year experience in the field of vehicle insurance;</li> <li><input checked="" type="checkbox"/> Minimum volume of covered fleet – at least one contract with a fleet of 20 vehicles;</li> <li><input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions;</li> <li><input checked="" type="checkbox"/> Maximum period for provision of services shall not exceed 10 working days from the request for vehicle insurance.</li> </ul>
UNDP will award to	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Long-Term Agreement <sup>3</sup> (PO for each insurance issuance.)
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 10 days
Liquidated Damages	<input checked="" type="checkbox"/> 1 % of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated;
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Services based on full compliance with RFQ requirements
Annexes to this RFQ <sup>4</sup>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Specifications of the Services Required (Annex 1)</li> <li><input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2)</li> <li><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3).</li> </ul> <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 (Written inquiries only) <sup>5</sup>	<p>Iurie Tarcenco, Procurement Associate, UNDP Moldova  Email: iurie.tarcenco@undp.org  Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

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

<sup>3</sup> Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation

<sup>4</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>5</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,



Stefan Liller,  
Deputy Resident Representative  
UNDP Moldova



Empowered lives.  
Resilient nations.

### Annex 1- UNDP Office and Projects' List Of vehicles:

UN Agency / Project	RCA	CASCO	Vehicle Make	Model	Year of Production	Purchase Price (USD)	Engine Volume (cc)
UNICEF	Yes	No	Toyota	Camry	2008	26,998.00	2,362
			Mitsubishi	Outlander	2011	22,750.00	2,360
			Hyundai	Tucson	2015	27,412.00	1,995
UN Women	Yes	Yes	Skoda	Octavia	2014	18,870.00	1,598
			Mitsubishi	PAJERO	2010	19,450.00	2,998
WHO	Yes	Yes	Toyota	Land Cruiser	2015	40,040.00	3,000
Support to Confidence Building Measures Programme	Yes	No	Chevrolet	Captiva TS 121 AC	2012	11,900.00	2,400
			Chevrolet	Captiva TS 121 AP	2012	11,900.00	2,400
			Mitsubishi	Outlander TS 121 AB	2009	21,261.00	2,400
Palanca Project	Yes	Yes	KIA	Sportage	2015	17,470.00	1,999
Strengthening the Parliamentary Governance in Moldova Project	Yes	Yes	Toyota	RAV 4	2017	23,500.00	1,987
UNFPA	Yes	No	HYUNDAI	Santa Fe	2011	25,990.00	2,349
Justice and Human Rights Project	Yes	Yes	Volkswagen	Sharan	2006	24,688.24	1,984
Integrated Migration Local Development Project	Yes	Yes	Volkswagen	Caravelle	2014	46,170.00	1,968
UNDP	Yes	Yes	Toyota	Camry	2015	28,750.00	2,500
			Volkswagen	Passat	2017	24,470.00	1,400
			Toyota	RAV 4	2016	30,430.00	2,500
UNDSS	Yes	Yes	Nissan	Patrol	2016	24,956.42	4,759
Support to Agriculture and Rural Development Programme	Yes	Yes	Skoda	Octavia	2010	17,411.00	1,390
	Yes	Yes	Hyundai	Tucson	2016	21,682.00	1,999
Support to Confidence Building Measures Programme	Yes	Yes	Ford	Focus	2011	15,099.72	1,596
			Mitsubishi	Outlander	2011	25,759.00	1,998
			Chevrolet	Captiva LT+AWD	2015	19,500.00	2,384
SYSLAB Project	Yes	Yes	Chevrolet	Orlando	2014	16,800.00	1,800
Tractor: Landini 2-045	Yes	Yes	Landini	2-045	2016	23,200.00	n/a
Semitrailer: Bicchi BRT125GCF	Yes	Yes	Bicchi	BRT125GCF	2016	2,800.00	n/a

## **Schedule of Requirements and Technical Specifications under the Long Term Agreement with UN Agencies**

Bidders are expected to quote for motor vehicle insurance policies. This tender aims to establish a long term agreement (LTA) for a minimum period of one year subject to extension for two subsequent years if mutually agreed by both parties. This LTA shall serve the office of UN Country Office, UNDP and its projects and other UN Agencies, including, but not limited to: UN Women, UNICEF, WHO, UNHCR, OHCHR, ILO, UNODC, FAO, UNFPA, etc who operate in the country. The estimated number of insurance policies to be procured under the resulting LTA for 2017/2018 is around (25) policies at an estimated yearly expenditure of USD 30,000. To this effect, bidders must submit a clear Prime Rate to be used in calculating the insurance policy price for each category of vehicles.

These numbers may however change if demand increases/decreases. The resulted LTA is the sole property of UNDP and no other party can use it without prior official approval from UNDP. The estimates are provided in good faith and shall not in any way be deemed to be a commitment on the part of UNDP regarding any quantity for future purchases.

It is imperative that the insurance policy includes the following as a minimum:

*Insurance policy (RCA, Carte Verde, Casco) must cover all UNDP and other UN agencies vehicles as applicable based on the attached Annex 1. Coverage of vehicles in all above-mentioned areas must be clearly stipulated in the insurance policy.*

### **UNDP Roles and Responsibilities:**

UNDP transportation and service unit's staff shall serve as the focal point for the following:

- Issuance initial orders, answering questions.
- Contract administration and the overall management of contract.
- Obtain progress reports to include but not limited to policy expiry date, claims status reports and others as required.

UNDP procurement staff shall serve as the focal point for the following:

- Issuance of Purchase Orders
- Perform inspection of services, including verification of fares, rates, etc
- Conduct performance surveys.

### **The insurance company Roles and Responsibilities:**

The Insurance Company shall provide full, prompt, accurate and expert services to UNDP. The product and services included, but not limited to, the following

- Before the expiration of vehicle policy, and upon official request from UNDP, insurance company must issue a new insurance policy in a maximum of 24 hours
- In the event of loss, insurance company must replace insurance policies in a maximum of 24 hours.
- Promptly issue and deliver accurately printed insurance policies.
- Accurately advise UNDP of insurance policies deadlines at least a month before due dates.
- Insurance policy should be legal and all in accordance to the national laws.
- The winning insurance company should nominate a focal person to deal with all issues related to UNDP such as, but not limited to issuance of insurance policies, payments, accidents, claims and other related issues.

**Annex 2****FORM FOR SUBMITTING SUPPLIER'S QUOTATION***(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>6</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. RFQ 17/01613: Provision of Vehicle Insurance Services

**TABLE 1 : Offer to Provide the Services Compliant with Technical Specifications and Requirements**

Item No.	Vehicle	Casco Moldova [Insurance prime rate (%)]
1	Automobiles	
2	Tractors	
3	Semitrailers	

<sup>6</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

**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			
Legal Compliance (availability of License and certifications):			
Warranty and After-Sales Requirements			
<ul style="list-style-type: none"> <li>a) Payments on awarded contracts will be processed after contract signature within 15 calendar days;</li> <li>b) Payments on paid claims should be processed within 15 calendar days after case decision;</li> </ul>			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions and Technical Specifications describing the duties and responsibilities required of us in this RFQ.			

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 licenses, 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. 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.