Section 4: Bid Submission Form[[1]](#footnote-1)

*(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)*

[*insert: Location*]

[*insert: Date*]

To: [*insert: Name and Address of UNDP focal point*]

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for [*insert: title of goods and services required as per ITB*] in accordance with your Invitation to Bid dated [*insert Bid date*]. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

1. All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
2. We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
3. We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
4. We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP’s Standard Contract for this ITB.

We agree to abide by this Bid for [*insert: period of validity as indicated in Data Sheet*].

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Details: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Please mark this letter with your corporate seal, if available]*

Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder

Bidder Information Form[[2]](#footnote-2)

Date: [*insert date (as day, month and year) of Bid Submission*]

ITB No.: [*insert number of bidding process*]

Page \_\_\_\_\_\_ of \_\_\_\_\_\_ pages

|  |  |  |
| --- | --- | --- |
| 1. Bidder’s Legal Name: [*insert Bidder’s legal name*] | | |
| 2. In case of Joint Venture (JV), legal name of each party: [*insert legal name of each party in JV*] | | |
| 3. Actual or intended Country/ies of Registration/Operation: [*insert actual or intended Country of Registration*] | | |
| 4. Year of Registration in its Location: [*insert Bidder’s year of registration*] | | |
| 5. Countries of Operation | 6. No. of staff in each Country | 7. Years of Operation in each Country |
| 8. Legal Address/es in Country/ies of Registration/Operation: [*insert Bidder’s legal address in country of registration*] | | |
| 9. Value and Description of Top three (3) Biggest Contract for the past five (5) years   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | |  | **Client** | **Contract value** | **Period of activity** | **Status or date completed** | **References contact details (name, phone, mail)** | | 1. |  |  |  |  |  | | 2. |  |  |  |  |  | | 3. |  |  |  |  |  | | | |
| 10. Latest Credit Rating (Score and Source, if any) | | |
| 11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. | | |
| 12. Bidder’s Authorized Representative Information  Name: [*insert Authorized Representative’s name*]  Address: [*insert Authorized Representative’s address*]  Telephone/Fax numbers: [*insert Authorized Representative’s telephone/fax numbers*]  Email Address: [*insert Authorized Representative’s email address*] | | |
| 13. Are you in the UNPD List 1267.1989 or UN Ineligibility List?  YES or  NO | | |
| 14. Attached are copies of original documents of:  All eligibility document requirements listed in the Data Sheet  If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered  If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law. | | |

Joint Venture Partner Information Form (if Registered)[[3]](#footnote-3)

Date: [*insert date (as day, month and year) of Bid Submission*]

ITB No.: [*insert number of bidding process*]

Page \_\_\_\_\_\_ of \_\_\_\_\_\_ pages

|  |  |  |
| --- | --- | --- |
| 1. Bidder’s Legal Name: [*insert Bidder’s legal name*] | | |
| 2. JV’s Party legal name: [*insert JV’s Party legal name*] | | |
| 3. JV’s Party Country of Registration: [*insert JV’s Party country of registration*] | | |
| 4. Year of Registration: [*insert Party’s year of registration*] | | |
| 5. Countries of Operation | 6. No. of staff in each Country | 7. Years of Operation in each Country |
| 8. Legal Address/es in Country/ies of Registration/Operation: [*insert Party’s legal address in country of registration*] | | |
| 9. Value and Description of Top three (3) Biggest Contract for the past five (5) years | | |
| 10. Latest Credit Rating (if any) | | |
| 11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. | | |
| 13. JV’s Party Authorized Representative Information  Name: [*insert name of JV’s Party authorized representative*]  Address: [*insert address of JV’s Party authorized representative*]  Telephone/Fax numbers: [*insert telephone/fax numbers of JV’s Party authorized representative*]  Email Address: [*insert email address of JV’s Party authorized representative*] | | |
| 14. Attached are copies of original documents of:[*check the box(es) of the attached original documents*]  All eligibility document requirements listed in the Data Sheet  Articles of Incorporation or Registration of firm named in 2.  In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law. | | |

Section 6: Technical Bid Form[[4]](#footnote-4)

|  |
| --- |
| ***INSERT TITLE OF THE ITB*** |

|  |  |
| --- | --- |
| **Name of Bidding Organization / Firm:** |  |
| **Country of Registration:** |  |
| **Name of Contact Person for this Bid:** |  |
| **Address:** |  |
| **Phone / Fax:** |  |
| **Email:** |  |

|  |
| --- |
| **SECTION 1: EXPERTISE OF FIRM/ ORGANISATION** |
| *This section should fully explain the Bidder’s resources in terms of personnel and facilities necessary for the performance of this requirement.*  1.1 Brief Description of Bidder as an Entity: Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of goods and/or performance of related services, indicating the status/result of such litigation/arbitration.  1.2. Financial Capacity:Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.  1.3. Track Record and Experiences: Provide the following information regarding corporate experience within at least the last five (5) years which are related or relevant to those required for this Contract.   |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | | **Name of project** | **Client** | **Contract Value** | **Period of activity** | **Types of activities undertaken** | **Status or Date Completed** | **References Contact Details (Name, Phone, Email)** | |  |  |  |  |  |  |  | |  |  |  |  |  |  |  | |  |  |  |  |  |  |  | |  |  |  |  |  |  |  | |

|  |
| --- |
| **SECTION 2 - SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS, AND RELATED SERVICES** |
| *This section should demonstrate the Bidder’s responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the specifications.*  2.1. Scope of Supply: Please provide a detailed description of the goods to be supplied, indicating clearly how they comply with the technical specifications required by the ITB (see below table); describe how the organisation/firm will supply the goods and any related services, keeping in mind the appropriateness to local conditions and project environment.   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | **Item No.** | **Description/ Specification of Goods** | **Source/ Manufacturer** | **Country of Origin** | **Qty** | **Quality Certificate/ Export Licences, etc. (indicate all that applies and if attached)** | |  |  |  |  |  |  | |  |  |  |  |  |  |   *A supporting document with full details may be annexed to this section*  2.2. Technical Quality Assurance Mechanisms: The bid shall also include details of the Bidder’s internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export licenses and other documents attesting to the superiority of the quality of the goods and technologies to be supplied.  2.3. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.  2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.  2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.  2.6 Implementation Timelines: The Bidder shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.  2.7. Partnerships (Optional): Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.  2.8. Anti-Corruption Strategy (Optional): Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.  2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of “conflict” under Section 4 of this document, if any.  2.10 Other: Any other comments or information regarding the bid and its implementation. |

Technical Responsiveness Table

Bidders shall provide all the applicable data of the equipment offered, failing to do so may result in the bid being rejected. Corresponding documentation shall form part of the bidder’s offer.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Item Description** | **Specifications** | **√**  **Yes** | **√**  **No** | **Technical Compliance**  **Please provide details /description of offered feature)** |
| **LOT #1** | | | | | |
| **1** | **Waste Disposal Truck** | |  |  |  |
| Condition | Brand New, year of production 2016 or later |  |  |  |
| Dimensions | Length, mm: max. 8500  Width, mm: max. 2600  Height, mm: max. 3900 |  |  |  |
| Total vehicle weight, kg | max. 21000 |  |  |  |
| Fuel | Diesel |  |  |  |
| Engine Horsepower HP | min. 230 |  |  |  |
| Fuel tank, l | min. 200 |  |  |  |
| Side arm loading capacity, kg | Min. 700 |  |  |  |
| European emission standards | Min. “Euro 3” |  |  |  |
| Steering | Steering mechanism with the hydraulic booster |  |  |  |
| Standard equipment | Spare wheel. First aid kit. Emergency triangle and lantern, lifting jack. The bracket for the installation of fire extinguishers. Set of tools. |  |  |  |
| Technical specifications of the side load container | |  |  |  |
| Loading type | Side loading |  |  |  |
| Capacity of load container, m3 | min. 15 |  |  |  |
| Compaction ratio | 2,5 – 4 (depending on the density of the load) |  |  |  |
| Mass of loaded waste, kg | min. 7000 |  |  |  |
| Types of loadable dustbins, liters (euro-standards) | Small dustbins – minimum 120 litters;  Big dustbins - minimum 750 litters; |  |  |  |
| Additional options | Footboards and handles for operators |  |  |  |
| **LOT #2** | | | | | |
| **1** | **Multi-functional road cleaning truck** | |  |  |  |
|  | Condition | Brand New, year of production 2016 or later |  |  |  |
|  | Dimensions | Length, mm: max. 9400  Width, mm: max. 3100  Height, mm: max. 3400 |  |  |  |
|  | Total vehicle weight, kg | Max. 16500 |  |  |  |
|  | Fuel | Diesel |  |  |  |
|  | Engine Horsepower HP | min. 230 |  |  |  |
|  | Fuel tank, l | min. 200 |  |  |  |
|  | Sand/Salt container capacity | Min. 6000 kg |  |  |  |
|  | Washing zone width, meters | Min. 8,5 |  |  |  |
|  | Watering zone width, meters | Min. 20 |  |  |  |
|  | Snow cleaning blade width, meters | Min. 2,5 |  |  |  |
|  | Sweeping brush width, meters | Min. 2,3 |  |  |  |
|  | Sand/salt spread zone width, meters | Adjustable between 4 (four) and 9 (nine) |  |  |  |
|  | Water tank capacity, litters | Min. 6000 |  |  |  |
|  | Standard equipment | Spare wheel. First aid kit. Emergency triangle and lantern, lifting jack. The bracket for the installation of fire extinguishers. Set of tools. |  |  |  |

Section 7: Price Schedule Form[[5]](#footnote-5)

The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders.

The Price Schedule must provide a detailed cost breakdown of all goods and related services to be provided, from unit price to lot prices. Separate figures must be provided for each functional grouping or category, if any.

Any estimates for cost-reimbursable items, such as travel of experts and out-of-pocket expenses, should be listed separately.

The format shown on the following pages is suggested for use as a guide in preparing the Price Schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

1. **Cost Breakdown per Deliverable Items\***

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Deliverables | Expected Date of Delivery  (or please insert your earliest delivery period) | Price per unit, USD,  VAT 0% | Quantity | Total, USD, VAT 0% |
| **LOT #1** | | | | | |
|  | Waste Disposal Truck with side loading | 90 calendar days from Purchase Order is signed |  | **2** |  |
|  | Add : Cost of Transportation |  |  |  |  |
|  | Add : Cost of Insurance |  |  |  |  |
|  | Add : Other Charges (pls. specify) |  |  |  |  |
|  | **Total Price for LOT #1** |  |  |  |  |
| **LOT #2** | | | | | |
|  | Multi-functional road cleaning truck | 90 calendar days from Purchase Order is signed |  | **2** |  |
|  | Add : Cost of Transportation |  |  |  |  |
|  | Add : Cost of Insurance |  |  |  |  |
|  | Add : Other Charges (pls. specify) |  |  |  |  |
|  | **Total Price for LOT #2** |  |  |  |  |
|  | **TOTAL BID PRICE** |  |  |  |  |

*\* This shall be the basis of payment tranches*

*(see next tables below)*

**TABLE 2: Estimated Operating Costs (consumables and spares, including their prices and details on local availability for the first 50 000 km mileage) \***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **List of Consumable Item/s** | **Mileage when servicing is required** | **List of replacement parts required** | **Cost of replacement parts** | **Cost of maintenance works** | **Total Price per Item**  **(USD, VAT 0%)** |
| **LOT #1 (indicate only those applicable)** | | | | | | |
| Motor Oil |  |  |  |  |  |
| Oil filter |  |  |  |  |  |
| Gearbox Oil |  |  |  |  |  |
| Timing Belt |  |  |  |  |  |
| Generator belt |  |  |  |  |  |
| Belt tensioner and pulleys |  |  |  |  |  |
| Spark Plugs |  |  |  |  |  |
| Air filter |  |  |  |  |  |
| Salon filter |  |  |  |  |  |
| Brake pads |  |  |  |  |  |
| **Total Cost for LOT #1** | | | | | **USD** |
| **LOT #2 (indicate only those applicable)** | | | | | | |
| Motor Oil |  |  |  |  |  |
| Oil filter |  |  |  |  |  |
| Gearbox Oil |  |  |  |  |  |
| Timing Belt |  |  |  |  |  |
| Generator belt |  |  |  |  |  |
| Belt tensioner and pulleys |  |  |  |  |  |
| Spark Plugs |  |  |  |  |  |
| Air filter |  |  |  |  |  |
| Salon filter |  |  |  |  |  |
| Brake pads |  |  |  |  |  |
| **Total Cost for LOT #2** | | | | | **USD** |

\**These costs shall be quoted based on current prices at a local authorized service centre and shall be taken into account by UNDP during the evaluation process to calculate the life cycle cost of the vehicle. These maintenance services shall not be contracted by UNDP at this stage. The contract shall contain only the vehicles, warranty, delivery and other related charges.*

**TABLE 3 : Offer to Comply with Other Conditions and Related Requirements**

|  |  |  |  |
| --- | --- | --- | --- |
| **Other Information pertaining to our Quotation are as follows:** | **Your Responses** | | |
| ***Yes, we will comply*** | ***No, we cannot comply*** | ***If you cannot comply, pls. indicate counter proposal*** |
| Delivery Lead Time (up to 90 calendar days from PO contract signature) |  |  |  |
| Warranty and After-Sales Requirements |  |  |  |
| 1. Minimum 12 months warranty or 50,000 km on both parts and labor |  |  |  |
| 1. Availability of certificates of quality and origin for the offered equipment |  |  |  |
| 1. Availability of authorized service in Moldova |  |  |  |
| Validity of Bid: 90 calendar days |  |  |  |
| All Provisions of the UNDP General Terms and Conditions |  |  |  |

**Section 11: General Terms and Conditions for Goods**

**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, 42

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.

1. *No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.* [↑](#footnote-ref-1)
2. *The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.* [↑](#footnote-ref-2)
3. *The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.* [↑](#footnote-ref-3)
4. *Technical Bids not submitted in this format may be rejected.*  [↑](#footnote-ref-4)
5. *No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.* [↑](#footnote-ref-5)