



REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM: TYPE: (please mark one) Individual Partnership Corporation CONTACT PERSON: TELEPHONE No. EMAIL ADDRESS:	17 February 2011 REFERENCE: AFG/ELECT/650/2011 - Provision of Vehicles for Transportation of Goods in support of the Afghanistan Peace and Reintegration Project (APRP)
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Dear Sir / Madam:

The United Nations Development Programme (UNDP) office in Kabul, Afghanistan seeks quotations for provision of vehicles in accordance with the specifications, terms and conditions stipulated herein and as per the requirements stipulated in **Annex I**.

TO ENABLE YOU TO SUBMIT AN OFFER, ATTACHED ARE:

- | | |
|---|-------------|
| i. Special Conditions | (Annex II) |
| ii. Evaluation Criteria | (Annex III) |
| iii. Quote Submission Format (Price Schedule) | (Annex IV) |
| iv. General Conditions | (Annex V) |

Quotations submitted by hand/mail should be in sealed envelopes and sent to the following address:

Address: Procurement Unit, UNDP Compound B (former ELECT project)
 Sher Poor Street Close to Spinneys Supermarket
 and Ghaznafar Bank Wazir Akbar Khan Branch
 Kabul, Afghanistan.

ATT: Procurement Unit

And Marked: AFG/ELECT/650/2011 - Provision of Vehicles for Transportation of Goods in support of the Afghanistan Peace and Reintegration Project (APRP)

Quotations submitted by **email** should be sent to the following email address: **procurement.elect@undp.org** with a **maximum capacity of 2 MB for each email.**

Quotations should reach the above address no later than **23 February 2011, 3:00 PM Kabul local time.**

Late quotes will not be accepted.

Each page of the offer must be dated, signed and stamped with company stamp

ANNEX I: SPECIFICATIONS AND REQUIREMENTS**NOTE: UNDP does not guarantee the quantities to be purchased**

Vehicle Description	From Kabul to Provinces	Indicative quantity of vehicles
LOT 1: Pick Up Vehicles	1. Badghis	1
	2. Baghlan	1
	3. Helmand	1
	4. Heart	1
	5. Kandahar	1
	6. Kunduz	1
	7. Nangarhar	1
LOT 2: 5 Ton Trucks	1. Badghis	1
	2. Baghlan	1
	3. Helmand	1
	4. Heart	1
	5. Kandahar	1
	6. Kunduz	1
	7. Nangarhar	1

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UNDP APRP requests transportation service from local transportation companies to provide transportation services from Kabul to 8 provinces as per below:

- Transportation of materials From the Kabul to 8 provinces

1. DESCRIPTION OF SERVICES:

The Carrier shall provide the vehicles as specified in the price schedule sheet fully operational, inclusive of delivery to the place of performance in Afghanistan.

2. PERIOD OF PERFORMANCE:

UNDP at its own discretion may wish to enter into contract for a period of 5 to 20 days as a result of this procurement process under the following conditions:

2.1 The Supplier/Contractor shall provide the types of services, goods and/or deliverables, quoted in this bidding process as and when negotiated by UNDP.

2.2 Such Services and/or goods shall be at negotiated prices listed the Price Schedule and as applicable. The prices shall remain in effect for a period of 90 days.

3. CARRIER PROVIDED SERVICES. The carrier should provide transportation services to include all labor (driver), material and administrative support consisting of, but not limited to, the following:

3.1 SINGLE Point of Contact (POC) The Contractor shall Designate Supervisors to monitor smooth running of transportation activities

3.2 TRANSACTIONS: The contractor is responsible for the acquisition, licensing, registration, insuring and issuance for each piece of equipment that will be acquired on rental basis as result of this tender.

3.3 Schedule maintenance Cost: The Carrier shall keep the vehicles in good repair condition and shall bear all costs associated in provision of fuel, security measures, lubrications and consumables items.

3.4 Insurance/Liability: The Carrier shall provide third party liability insurance covering the operation of the vehicles for purposes of provision of transportation services and shall process any claims in accordance with the insurance procedures.

3.5 Drivers: The Carrier shall supply qualified drivers with valid National Drivers Licenses.

4. Obligation of Contractor during contract period:

a) During the term of this Contract, the Carrier shall ensure that all vehicles are legally registered in accordance with the law and regulations of the Islamic Republic of Afghanistan, and shall ensure that all mechanical and other certifications are valid.

b) The Carrier shall notify UNDP focal person immediately in the event that a vehicle is damaged while shipping materials, and upon which the Carrier is to then provide a suitable replacement vehicle & reload the materials at their own cost, before the start of the next day's operations for the completion of the Transportation Services.

c) The Carrier **shall not** perform any work or provide any equipment materials or supplies or perform any other Transportation Services which may result in excess of the amount stipulated, without the prior agreement of the UNDP focal point.

d) The Carrier shall provide all technical and administrative support needed in order to ensure the timely and satisfactory completion of Services in accordance with the Carrier.

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e) The transportation services shall include the following:

f) Road transportation and “door to door” delivery;

g) The Carrier shall provide during course of the contract vehicles in good repair condition, and shall provide all legally registered drivers, fuel, security measures, lubrications, consumables required for the Service requested.

h) The Carrier shall provide vehicles with sealed tents/containers covered materials during transportation.

i) The Carrier shall provide regular updates to UNDP on the expected arrival dates and times of each Transportation Service.

4. Obligation of UNDP during contract period:

a) UNDP to check and certify that all vehicles are in satisfactory condition/ working order prior that commencement of any Transportation Services.

b) UNDP to load and unload all designated materials to and from cargo trucks.

c) UNDP to supply updates on departure times and expected times of arrivals to the appropriate receiving UNDP designations.

d) All submitted original invoices based on the actual usage and trip sheets, are to be duly authorized by the appropriate UNDP representative.

5. Service Timetable:

a) The Carrier shall supply a transportation service when requested.

b) The Carrier shall be at the named point of departure before 7 am.

c) The Carrier is to arrive at requested departure point prior to 1200 noon s, unless agreed otherwise by the Authorized UNDP representative. Should the Carrier arrive at such location after 1500 hours, the Contractor is to wait until the next operational day without further charge to UNDP.

6 INSPECTION AND ACCEPTANCE:

Carrier and UNDP shall inspect leased equipment (cargo vehicles) at the time of delivery. Acceptance of the equipment by UNDP shall demonstrate and affirm that the equipment is free from defects and that each piece of equipment is suitable for its intended purpose.

7. PRICE AND PAYMENT

a) The Carrier will provide a price per trip for each type of vehicle. UNDP/ELECT will not pay the price to bring the trucks back to the location (X) except when it will be duly notified by UNDP/ELECT in order to retrieve some goods from location (Y).

b) The Contractor shall submit invoices at the end of contract completion period along with waybills.

c) UNDP shall make payment within 30 days to contractor providing that the invoices are accompanied with support documentation i.e. waybills.

ANNEX II

SPECIAL CONDITIONS	
Warranty/Guarantee of services	Services to be carried out as per the Annex I of this document and as per the individual requisitions for service.
Completeness of quotes	Partial bidding is allowed, i.e. Bidders are permitted to bid for each Lot separately. However Bidders shall not submit incomplete bid within each Lot, that is each Lot technical and financial information shall be provided in their entirety. UNDP reserves the right to award no more than one (1) Lot to each lowest compliant bidder
UNDP's rights to vary requirements at Time of Award	+/-20%
Delivery time	Immediately
Demurrage charges	Demurrage charges shall not be accepted
Language	The quotations shall be in English
Currency of quotations/offers	Offers submitted by suppliers may be submitted in AFN
DELIVERY	Departure from Kabul
Advance Payment	It is not the policy of UNDP to approve advance payments.
Payment Terms	Unless otherwise indicated in, UNDP will normally effect payment within 30 days after receipt of commercial invoice, proof of dispatch and other supporting documents (cargo waybill) by cheque or Bank Transfer and certification of satisfactory completion of services by UNDP.
Award criteria for award of contract	The contractor that offers the lowest and most technically compliant quote as per the specifications and requirements stipulated in Annex I and that meets the evaluation criteria will be offered the contract.
Validity of Quotation & Prices	90 days from closing date. Prices quoted shall be valid for a duration of 90 days
Submission of Quotes	By Hand to UNDP ELECT Project Office ATT: PROCUREMENT UNIT By Email: procurement.elect@undp.org
VAT or Taxes	Purchases by the UNDP are not subject to any VAT . Do not include any VAT/taxes when bidding or invoicing.
Request for clarification	Bidders requesting clarification of any of the items, technical requirements or conditions stipulated in this RFQ shall communicate in writing with UNDP office to procurement.elect@undp.org
Quality Assurance: ISO	ISO 9001:2000

**ANNEX III****EVALUATION CRITERIA**

No	Evaluation Criteria	Pass/Fail
1.	Compliance with Special and General Conditions and Technical Specifications	Mandatory
2.	Pricing conditions	Mandatory
3.	Vehicles in stock at the required quantity and ready to mobilize within requested time	
4.	<p>Bidder's Qualifications " The Bidder shall furnish evidence of its status as a qualified Vendor.. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to UNDP's satisfaction." In order to evaluate the Bidder's technical capacity to undertake the required services, please submit the following documentation:</p> <p>a) Submission of Company profile</p> <p>b) The bidder must provide evidence of having a minimum of 2 years experience as a company in Afghanistan in similar services and size;</p> <p>c) Evidence of satisfactory past performance of the Bidder – please submit list of contracts for similar services undertaken in the past 2 years; the name and CURRENT contact numbers of the client. Also indicate the value of the contract for similar services.</p> <p>d) Financial details: The eligible bidder must submit a current bank statement as well as evidence of working capital for this Contract (lines of credit and availability of other financial resources)</p> <p>e) Copy of Trade License</p> <p>f) Confirmation that third party insurance liability will be covered by the contractor without any cost associated to UNDP.</p>	Mandatory
6.	Demonstrated ability to comply with critical provisions such as execution of the Purchase Order/contract by honoring the tax-free status of the UN.	Mandatory
	Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).	Mandatory
7	Lowest Price per Lot	Mandatory



ANNEX IV: Quote Submission Format

Provide your quote in the following format: List additional costs separately below.

Prices shall be inclusive of all labor, administrative, fuel, driver, lubrication & other associated costs. All rates shall be inclusive of drivers, fuel, lubrication, 3rd party insurance coverage “all risk”, mobilization costs should be provided in Afghani (AFN) .

Currency: AFN

1. Technical description for each proposed item must provide sufficient details to allow the UNDP to determine compliance of Bid with specifications as per Schedule of Requirements and Scope of Services of this ITB and where possible, photographs of the types of vehicles proposed should be provided.
2. Prices shall remain valid period of the duration of the contract
3. All costs/unit prices must be exclusive of customs, taxes and duties/levies
4. All costs/unit prices must be exclusive of driver allowance for night detention
5. Rates are to be provided per trip rate
6. Demurrage charges shall not be accepted
7. bidders may bid for one or more Lots but not partially within Lots
8. UNDP reserves the right to award no more than one (1) Lot to each lowest responsive and compliant Bidder. UNDP also has the right to select any items which provide value for money and optimum solution to respond to the requirement.

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Price Schedule:

Vehicle Description	From Kabul to Provinces	Indicative quantity of vehicles	Total Price per Trip (AFN)
LOT 1: Pick Up Vehicles	1. Badghis	1	-
	2. Baghlan	1	-
	3. Helmand	1	-
	4. Heart	1	-
	5. Kandahar	1	-
	6. Kunduz	1	-
	7. Nangarhar	1	-
Total Price for LOT-1 Pick up			-
LOT 2: 5 Ton Trucks	1. Badghis	1	-
	2. Baghlan	1	-
	3. Helmand	1	-
	4. Heart	1	-
	5. Kandahar	1	-
	6. Kunduz	1	-
	7. Nangarhar	1	-
Total Price for LOT-2: Five (5) ton trucks			-

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Confirmation of Insurance/Liability and UNDP's Special Conditions and Terms and Conditions and Pricing Conditions:

Insurance/Liability: The Carrier understands that they shall provide third party liability insurance covering the operation of the vehicles for purposes of provision of transportation services and shall process any claims in accordance with the insurance procedures. The carrier is responsible to insurance of the staff hired to complete the contract.	Authorized Signature and date:
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Acceptance of UNDP's Special Conditions and Terms and Conditions: The Carrier understands that they shall comply with UNDP's Specials Conditions and Terms and Conditions stipulated in this tender document.	Authorised Signature and date:
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Acceptance of UNDP's Pricing Conditions: UNDP does not guarantee the quantity of purchase which could increase or decrease by +/-20% at the quoted price for each type of vehicle.	Authorised Signature and date:
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Please confirm hereafter:

Name of the company: _____

Address of company: _____

Name of authorised Representative : _____

Phone number : _____

Email address : _____

Company Stamp:

Signature:



ANNEX V

**UNDP
GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 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.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

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8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

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11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

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13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 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 this Contract 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: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the

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UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 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 public utility 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 the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers 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.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers 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.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

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21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 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.

22.2 The 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.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses 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.