



**REQUEST FOR QUOTATION (RFQ)
(IT equipment)**

NAME & ADDRESS OF FIRM	DATE: February 1, 2017
	REFERENCE: 2017/PROC/UNDP-MMR/RFQ/004

Dear Sir / Madam:

We kindly request you to submit your quotation for **IT equipment**, 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 **February 8, 2017** and via courier services, hand deliver or email to the address below:

United Nations Development Programme
No.6, Natmauk Road, Tamwe Township
Reference: 2017/PROC/UNDP-MMR/RFQ/004
bids.mm@undp.org

- For hard copy quotations, please send your quotations in sealed envelopes to **The United Nations Development Programme, No. 6 Natmauk Road, Tamwe Township, Yangon, PO Box. 650, 11211 Yangon** (Ref: 2017/PROC/UNDP-MMR/RFQ/004)as early as possible before the deadline of **8 February 2017**.
- For electronic submission, please send only the duly completed Quotation Documents with above-mentioned RFQ No. to **bids.mm@undp.org**
- UNDP takes no responsibility for effective delivery of the electronic document.
- Please note, if your file was successfully sent to **bids.mm@undp.org** you should receive the message subjected 'Success! Your proposal was sent to the secured e-mail'. If upon submission you do not receive the confirmation message, please contact **aye.wa@undp.org** immediately for clarifications.

Quotations submitted by email must be limited to a maximum of 2MB, virus-free and no more than two 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.

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

Delivery Terms	<input checked="" type="checkbox"/> DAP (Delivered at Place) (UNODC office, Yangon)
Customs clearance, if needed, shall be done by:	NA
Exact Address/es of Delivery Location	Room No. 9, CFS – Bonded Ware House & Office, Myanmar Industrial Port (MIP), Ahlone Township, Yangon
Latest Expected Delivery Date and Time	<input checked="" type="checkbox"/> 13 February 2017
Delivery Schedule	<input checked="" type="checkbox"/> Required
Preferred Currency of Quotation	<input checked="" type="checkbox"/> Local currency : Myanmar Kyat
After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts and service for minimum period of 1 year <input checked="" type="checkbox"/> Technical Support
Deadline for the Submission of Quotation	17:00 hour, 8 February 2017
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Forms as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Latest Business Registration Certificate <input checked="" type="checkbox"/> Quality Certificates (ISO, etc.) (if applicable) <input checked="" type="checkbox"/> Detailed product specification
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 60 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"/> Permitted
Payment Terms	<input checked="" type="checkbox"/> Within 30 days from receipt and inspection of goods and acceptance of invoice.
Liquidated Damages	0.3% of the contract (PO) price per day for delay, up to a maximum of 10% of the final price of the Contract (PO) price. Next course of action, thereafter, the contract may be terminated.

Evaluation Criteria	<input checked="" type="checkbox"/> Evaluation will be conducted item-wise <input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Price meeting the budget <input checked="" type="checkbox"/> Meet the defined delivery time
UNDP will award to:	<input checked="" type="checkbox"/> One or more Supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements/technical specifications
Annexes to this RFQ	<input checked="" type="checkbox"/> Specifications of the Goods Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only)	Aye Wa, Procurement Assistant @ aye.wa@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.

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

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

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

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

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

unit price or other terms and conditions.

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

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

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

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,



Nasantuya Chuluun
Operations Manager
1 February 2017

Technical Specifications

Sr No.	Items to be Supplied	Qty	Description/Specification of Goods	Latest Delivery Date
1		1 nos	Intel Xeon Processor Rack Server with 23" LCD Monitor, Keyboard, Mouse	13 February 2017
2	PCs - with 23" monitor	6 nos	HP PCs - with 23" monitor Or equivalent CPU : Intel® Core™ i5 Processor 6MB Cache, up to 3.00GHz Memory : 8GB Harddisk : 500GB Hard Drive Optical : DVD Recordable Network : Integrated Intel Gigabit Ethernet Graphic : Intel® HD Graphics Audio : Integrated Audio OS : Windows 7 Professional Monitor: 21.5" LCD/LED Monitor Keyboard : USB FULLSIZE US EN Mouse : Enhanced Optical USB Mouse Warranty : 3 Year On-site	13 February 2017
3	Cisco SA540 Security Appliance	1 nos	Cisco SA540 Security Appliance Firewall - Stateful packet inspection throughput 300 Mbps - Connections 40,000 - Peer-to-peer and instant messaging blocking - Rules and schedules - URL filtering - Web threat protection and Antispam protection VPN - Triple Data Encryption Standard (3DES)/Advanced Encryption Standard (AES) VPN throughput 85 Mbps - IPsec VPN tunnels 100 max - IPsec Network Address Translation (NAT) traversal - Routing Static, RIP v1, v2 Physical interfaces - All Ethernet ports 10BASE-T, 100BASE-TX, 1000BASE-T capable, 8 LAN ports, 1 WAN port - 1 optional port for use as LAN, WAN, or DMZ port - 1 USB 2.0 port, 1 power switch	13 February 2017
4	UPS 500-650VA	7 nos	UPS - line interactive UPS 500-650VA - >= 650VA or 350W - Battery output 220V } 5% or better - At least 3 Battery backup outlets	13 February 2017

5	Monitor	6 nos	HP Monitor Elite Display E231 (23") and connecting cables or equivalent - Screen Size 23" - VGA, and Display or DVI ports - 3 Years Warranty	13 February 2017
6	Scanner	1 nos	HP Scanner ScanJet N66350 – network Scanner Or equivalent Automatic feeder: Duplex ADF scanning: Yes, ADF Maximum Scan Size: 8.5 x14 in, ADF Paper Sizes Supported: Letter; legal; A4; A5; custom - Scan File Format: PDF, searchable PDF, JPG, BMP, TIFF, compressed TIFF, TXT, HTML, RTF, FPX, PNG, PCX, GIF - Connectivity: Ethernet; Hi-Speed USB 2.0 - Duty Cycle: Up to 500 pages per day - One-year limited hardware warranty or longer	13 February 2017
7	Printer/Scanner	1 nos	HP Printer/Scanner LaserJet Pro MFP M225dw (CF485A) Or equivalent Functions: Print, copy, scan, fax Resolution (black): Up to 1200 x 1200 dpi Monthly duty cycle: Up to 15,000 pages Recommended monthly page volume: 500 to 2000 Print Technology: Laser Ports: 1 Hi-Speed USB 2.0 (device); 1 Hi-Speed USB 2.0 (host); 1 Ethernet 10/100Base-TX; 1 phone line (in); 1 phone line (out) Memory, standard: 256 MB Duplex printing: Automatic (standard) Print speed, black (normal): Up to 26 ppm	13 February 2017
8	Colour Printer	1 nos	HP Colour Printer LaserJet Pro 400 M451dn or equivalent Print speed Black (Normal, letter): Up to 21 ppm; Color (Normal, letter): Up to 21 ppm - Automatic two-sided printing - Built-in 10/100 Fast Ethernet - Monthly volume Up to 750 to 2,000 pages - One-year limited warranty or more	13 February 2017
9	Toner	2 nos	HP 305X Black LaserJet Toner Cartridge	13 February 2017
10	Toner	1 nos	HP 305A Cyan LaserJet Toner Cartridge	13 February 2017
11	Toner	1 nos	HP 305A Yellow LaserJet Toner Cartridge	13 February 2017
12	Toner	1 nos	HP 305A Magenta LaserJet Toner Cartridge	13 February 2017
13	Projector	1 nos	Canon Projector	13 February 2017
14	Projector screen	1 nos	Projector screen - wall mounter pull down variety	13 February 2017

FORM FOR SUBMITTING SUPPLIER'S QUOTATION
(This Form must be submitted only using the Supplier's Official Letterhead/Stationery)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. 2017/PROC/UNDP-MMR/RFQ/004:

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

Item No.	Description/Specification of Goods	Quantity	Able to supply (Yes/No)	If no, please specify
1	Intel Xeon Processor Rack Server with 23" LCD Monitor, Keyboard, Mouse	1 nos		
2	HP PCs - with 23" monitor Or equivalent CPU : Intel® Core™ i5 Processor 6MB Cache, up to 3.00GHz Memory : 8GB ,Harddisk : 500GB Hard Drive Optical : DVD Recordable Network : Integrated Intel Gigabit Ethernet Graphic : Intel® HD Graphics , Audio : Integrated Audio OS : Windows 7 Professional Monitor: 21.5" LCD/LED Monitor Keyboard : USB FULLSIZE US EN Mouse : Enhanced Optical USB Mouse Warranty : 3 Year On-site	6 nos		
3	Cisco SA540 Security Appliance Firewall - Stateful packet inspection throughput 300 Mbps - Connections 40,000 - Peer-to-peer and instant messaging blocking - Rules and schedules - URL filtering - Web threat protection and Antispam protection VPN - Triple Data Encryption Standard (3DES)/Advanced Encryption Standard (AES) VPN throughput 85 Mbps - IPsec VPN tunnels 100 max - IPsec Network Address Translation (NAT) traversal - Routing Static, RIP v1, v2 Physical interfaces - All Ethernet ports 10BASE-T, 100BASE-TX, 1000BASE-T capable, 8 LAN ports, 1 WAN port - 1 optional port for use as LAN, WAN, or DMZ port 1 USB 2.0 port , 1 power switch	1 nos		

4	UPS - line interactive UPS 500-650VA - >= 650VA or 350W - Battery output 220V } 5% or better, - At least 3 Battery backup outlets	7 nos		
5	HP Monitor Elite Display E231 (23") and connecting cables or equivalent - Screen Size 23" - VGA, and Display or DVI ports - 3 Years Warranty	6 nos		
6	HP Scanner ScanJet N66350 – network Scanner Or equivalent Automatic feeder: Duplex ADF scanning: Yes, ADF Maximum Scan Size: 8.5 x14 in, ADF Paper Sizes Supported: Letter; legal; A4; A5; custom - Scan File Format: PDF, searchable PDF, JPG, BMP, TIFF, compressed TIFF, TXT, HTML, RTF, FPX, PNG, PCX, GIF - Connectivity: Ethernet; Hi-Speed USB 2.0 - Duty Cycle: Up to 500 pages per day - One-year limited hardware warranty or longer	1 nos		
7	HP Printer/Scanner LaserJet Pro MFP M225dw (CF485A) Or equivalent Functions: Print, copy, scan, fax Resolution (black): Up to 1200 x 1200 dpi Monthly duty cycle: Up to 15,000 pages Recommended monthly page volume: 500 to 2000 Print Technology: Laser Ports: 1 Hi-Speed USB 2.0 (device); 1 Hi-Speed USB 2.0 (host); 1 Ethernet 10/100Base-TX; 1 phone line (in); 1 phone line (out) Memory, standard: 256 MB Duplex printing: Automatic (standard) Print speed, black (normal): Up to 26 ppm	1 nos		
8	HP Colour Printer LaserJet Pro 400 M451dn or equivalent Print speed Black (Normal, letter): Up to 21 ppm; Color (Normal,letter): Up to 21 ppm - Automatic two-sided printing, - Built-in 10/100 Fast Ethernet - Monthly volume Up to 750 to 2,000 pages - One-year limited warranty or more	1 nos		
9	HP 305X Black LaserJet Toner Cartridge	2 nos		
10	HP 305A Cyan LaserJet Toner Cartridge	1 nos		
11	HP 305A Yellow LaserJet Toner Cartridge	1 nos		
12	HP 305A Magenta LaserJet Toner Cartridge	1 nos		
13	Canon Projector	1 nos		
14	Projector screen - wall mounter pull down variety	1 nos		

TABLE 2 : Price Quotation

Item No.	Description/Specification of Goods	Quantity	Unit	Unit Price (MMK)	Total Price per Item (MMK) *	Country of Origin
1	Intel Xeon Processor Rack Server with 23" LCD Monitor, Keyboard, Mouse	1 nos				
2	PCs - with 23"monitor	6 nos				
3	Cisco SA540 Security Appliance	1 nos				
4	UPS 500-650VA	7 nos				
5	Monitor	6 nos				
6	Scanner	1 nos				
7	Printer/Scanner	1 nos				
8	Colour Printer	1 nos				
9	HP 305X Black LaserJet Toner Cartridge	2 nos				
10	HP 305A Cyan LaserJet Toner Cartridge	1 nos				
11	HP 305A Yellow LaserJet Toner Cartridge	1 nos				
12	HP 305A Magenta LaserJet Toner Cartridge	1 nos				
13	Projector	1 nos				
14	Projector screen - wall mounter pull down variety	1 nos				

TABLE 3 : 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			
Country/ies of Origin:			
Warranty and After-Sales Requirements			
a) Immediately replace with supplier own cost for the new one if newly procured item is mal-functioning on test run			
b) Minimum one (1) year warranty on both parts and labor			
c) Service Unit to be Provided when the Purchased Unit is Under Repair			
Validity of Quotation (60 days)			
All Provisions of the UNDP General Terms and Conditions			

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

[Name and Signature of the Supplier's Authorized Person]
[Designation]
[Date]

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

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

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.