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## REQUEST FOR QUOTATION (RFQ) (Goods)

<b>REFERENCE: RFQ/KRT/18/016</b> <b>Procurement of Laptops for UNDP Office</b>	<b>DATE: July 25, 2018</b>
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Dear Sir / Madam:

We kindly request you to submit your quotation for Procurement of Laptops for UNDP Office , as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Documents may be submitted on or before the deadline indicated by UNDP in the e-tendering system. Documents must be submitted in the online e-tendering system logging into the following link:

<https://etendering.partneragencies.org>, using your username and password.

**Event ID: SDN10-0000002605**

**You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation".**

**Quotations may be submitted on or before August 7, 2018, Time: 14: 00 Hours, 3+ GMT**

If you have not registered in the system before, you can register now by logging in using:

**Username:** event.guest

**Password:** why2change

Please follow the registration steps as specified in the system user guide at:

<http://intra.sd.undp.org/bids/doc/1622.pdf>

<http://intra.sd.undp.org/bids/doc/1548.pdf>

In the course of preparing and submitting your quotation, it shall remain your responsibility to ensure that it is submitted into the system by the specified deadline. The system will automatically block and not accept any bid after the deadline. Kindly ensure that supporting documents required **are signed and in the .pdf format**, and free from any virus or corrupted files.

Quotations may be submitted as per E-tendering system deadline. Please take note of the time that appears in the e-Tendering system as Eastern Time is different from the deadline to submit.

It shall remain your responsibility to ensure that your quotation is submitted to the e-Tendering system 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. Quotation submitted by email or by hard copies are not accepted any longer.

For any further enquiries, please send it to the following email 72 hours before closure date: [inquiry.procurement.sd@undp.org](mailto:inquiry.procurement.sd@undp.org) [DO NOT USE THIS EMAIL FOR THE SUBMISSION OF YOUR OFFERS]. Moreover, offers submitted through email, hard copy or fax will be rejected.

Please take note of the following requirements and conditions pertaining to this RFQ:

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> DDP UNDP Compound Gama'a Avenue Khartoum, Sudan
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror
Exact Address/es of Delivery Location/s (identify all, if multiple)	UNDP Main Compound House 7, Block 5, Gama'a Avenue P.O. Box 913 Khartoum, Sudan
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents (if using freight forwarder)	N/A
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> <b>Four (4) weeks</b> from the issuance of the Purchase Order (PO)
Delivery Schedule	<input checked="" type="checkbox"/> Not Required
Packing Requirements	<input checked="" type="checkbox"/> As per standard: up to the Contractor to ensure equipment supplied are intact/not tempered with. Damaged items will not be received and should be replaced with a new one/s with the same specifications within <b>Four (4) weeks</b> from such notification to supplier in case of occurrence.
Mode of Transport	<input checked="" type="checkbox"/> Any Mode (supplier should arrange to deliver the requirement to UNDP Main Compound)
Preferred Currency of Quotation <sup>1</sup>	<input checked="" type="checkbox"/> Local Currency (SDG); <input checked="" type="checkbox"/> USD; or any convertible currency ✓ Bank account in US\$ is to be provided, if quoted in US\$ ✓ Option of currency selection is left at the discretion of bidder ✓ Bidders are free to choose the currency of bid (USD or SDG). UNDP will issue PO/Contract to the successful Bidder as per the Bid Currency.

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

	<p><b>Currency Conversion:</b> The UN Rate of exchange applicable on the last day of bid closure shall apply, for evaluation purpose.</p> <p><b>Note:</b> In case of PO Award to <b>Local Bidder</b> who quoted in USD, UNDP will pay in accordance to the prevailing Banking Laws of the Host Country (Sudan). Therefore, Bidders will receive the payment through their Local Bank in the equivalent Local Currency, applying US Dollar incentive rate of Bank of Sudan.</p>
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Exclusive  Note: UNDP is exempted from VAT
After-sales services required	<input checked="" type="checkbox"/> Three (3) Years Warranty
Deadline for the Submission of Quotation	<p><b><u>Tuesday, 7 August 2018 not later than 14:00 Hours (+3 GMT)</u></b></p> <p><b>Note:</b> The e-Tendering system use time zone as EST/EDT (New York), so the bid closing time is shown as 8:00 a.m. which corresponds to Khartoum Local time of 14:00 hours.</p>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English – Main Tender Document; <input checked="" type="checkbox"/> Arabic – Other supporting documents that are not available in English.
Documents to be submitted	<input checked="" type="checkbox"/> Latest Business Registration Certificate – including company constitution indicating that the company is registered <b>for supply of IT Equipment</b> <input checked="" type="checkbox"/> Company Profile, including the names of the shareholders, branch offices, organigram, any other details your company may find it suitable to submit <input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1 <input checked="" type="checkbox"/> Detailed Specification and model number and origin of the proposed equipment/item, or attaching manufacture brochure, if different than the proposed in the RFQ (brochures will not be accepted) <input checked="" type="checkbox"/> List of previous 3 PO or Contracts on supply of ICT equipment during the last three years with the contract value and client names <input checked="" type="checkbox"/> Joint Venture (JV) Certificate, if the companies submit the bid under JV.
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> <b>60 days</b> 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"/> <b>Not permitted</b>

Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of equipment and upon satisfactory receiving of the equipment by UNDP; <input checked="" type="checkbox"/> Within 30 days from the receiving of the Invoice and Goods Receiving Note
Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.7% Max. no. of days of delay: 4 weeks  Next course of action: May lead to contract termination at the discretion of UNDP when liquidated damage amount reaches 10% of contract value for 14 days of delay whichever comes first
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Compliance to the Warranty conditions <input checked="" type="checkbox"/> Compliance with Delivery Timeframe ( <b>4 weeks</b> )
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Contract General Terms and Conditions	<input checked="" type="checkbox"/> General Terms and Conditions for contracts (goods and/or services)  Applicable Terms and Conditions are available at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed what is written in the Liquidated damage clause <input checked="" type="checkbox"/> Firm Price, which will not change in relation to devaluation of the local currency <input checked="" type="checkbox"/> Record of the contractor's performance for the future reference <input checked="" type="checkbox"/> A visit may be paid to verify previously served clients before award of the contract, at the discretion of UNDP <input checked="" type="checkbox"/> If Joint Venture (JV) of companies of the entity submitting the Quotation, it must produce the legally registered JV before the signature of the Contract/approval of PO, failing which UNDP may decline to award the Contract at its own discretion.
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of goods based on full compliance with RFQ requirements

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 (Annex 3) <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>  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)	<a href="mailto:inquiry.procurement.sd@undp.org">inquiry.procurement.sd@undp.org</a> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Post qualification Actions	At the discretion of UNDP, it may conduct the post qualification actions using one or more; or all of the actions indicated below: if necessary: <input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Inquiry and reference checking with previous entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input checked="" type="checkbox"/> Visits to the previously supplied projects for other clients; <input checked="" type="checkbox"/> Ocular Inspection of current Office, equipment possessed.

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

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 indicated above - <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html>.

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


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

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

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

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

Sincerely yours,

  
**Hari Kifle**  
**Head of Procurement**  
**UNDP Sudan**

## Annex 1

### Technical Specifications

Item	Technical Specifications		Quantity
Laptops	<b>Dell Latitude 7490, Touch screen OR Equivalent</b>		<b>30</b>
	Processor	8th Gen Intel® Core™ i7-8650U Processor (Quad Core, 8M Cache, 1.9GHz, 15W, vPro)	
	Operating System	Windows 10 Pro 64bit English	
	Processor Information	Intel® UHD Graphics 620 with Displayport over USB Type-C with Core i7 vPro	
	Systems Management	Intel vPro™ Technology's Advanced Management Features	
	Memory	16GB, 2x8GB, 2400MHz DDR4 Memory	
	Hard Drive	M.2 512GB SATA Class 20 Solid State Drive	
	LCD	14.0" FHD (1920 x 1080) Anti-Glare, HD CAM/Mic, WWAN/WLAN, Mag Alloy back, Touch	
	Internal Keyboard	Internal English/Arabic Keyboard, Backlit	
	Driver	Intel® Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Wireless Driver (2x2)	
	Wireless	Intel® Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Wireless Card (2x2)	
	Primary Battery	60 Whr Express Charge Capable (4-cell)	
	AC Adapter	65W AC Adapter, 3-pin	
	Power	220V/50Hz	
	FGA Module	7490_1H FY19_054/US/BTS	
	Carrying Cases	Dell Gaming Backpack 15	
	Docks & Port Replicators	Dell Business Dock - WD15 with 130W adapter	
	E-Star	Energy Star 6.1	
	Processor Branding	8th Gen Intel Core i7 vPro Label	
	UPC Label	POD Label	
	Hardware Support Services	3 Years ProSupport with Next Business Day Onsite Service	
	External Mouse and Keyboard	KM714 Wireless Keyboard and mouse Combo	
	External Monitor	Dell 23 Monitor – P2317H	
	Ports & Slots	1. Audio Combo Jack   2. uSD   3. uSIM   4. USB 3.1 Gen 1   5. RJ45   6. Noble Wedge Lock Slot   7. AC Power   8. USB Type-C Port   9. HDMI   10. USB 3.1 Gen 1   11. USB 3.1 Gen 1   12. Smart Card reader	
	Warranty	3 years warranty	

#### **Note to Bidders:**

The quotation is subject to the following conditions:

- **Incoterm 2010: DDP**
- In case of discrepancy between unit price and total, the unit price shall prevail.
- UNDP reserve the right to vary the quantity of material to be procured, maintaining the same

- unit price quoted by the bidder.
- All items shall be inspected before and after the delivery to the Final Destination.

## Annex 2

### **FORM FOR SUBMITTING SUPPLIER'S QUOTATION** (This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>2</sup>)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **RFQ/KRT/18/016**:

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

#	Description/Specification of Goods	Quantity	Unit Price	Total Price per Item
1	Laptops As per specification stated in Annex1	30		
	<b>Total Prices of Goods</b>			
<b>Total Final and All-Inclusive Price Quotation</b>				

Company Name	
Name of the Supplier's Authorized Person	
Signature	
Designation	
Email Address	
Mobile Number	

<sup>2</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes



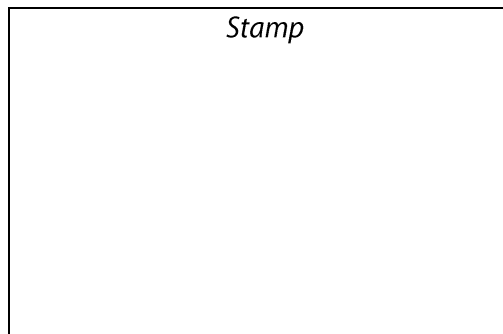
Stamp

**Table 2: Offer to Comply with Other Conditions and Related Requirements**

Other Information pertaining to our Quotation are as follows:	Your Responses	
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>
Delivery Lead Time: <b>Four (4) weeks</b> from date of PO issuance		
<b>Three (3) years</b> warranty for equipment/devices		
Replacement of the damaged items with the same specification and quantity within <b>10 days</b> from Notification		
Validity of Quotation ( <b>60 days</b> )		
Delivery to <b>UNDP Main Compound</b>		
All Provisions of the UNDP General Terms and Conditions (Annex 3)		

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

<i>Company Name</i>	
<i>Name of the Supplier's Authorized Person</i>	
<i>Signature</i>	
<i>Designation</i>	
<i>Email Address</i>	
<i>Mobile Number</i>	



### ***Annex 3***

#### **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 affect 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.