

REQUEST FOR QUOTATION (RFQ) FOR SUPPLY AND DELIVERY OF IT EQUIPMENTS

NAME & ADDRESS OF FIRM	DATE: February 11, 2022
	REFERENCE No.: A2J PROJECT II/RFQ/2022/001

Dear Sir / Madam:

We kindly request you to submit your quotation for **supply and Delivery of IT Equipment's**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 1.

Quotations may be submitted to given email address: officeequip2022@a2jnepal.org on or below office address by **COB February 21, 2022** and via (choose appropriate box), ☐ *courier or hand delivery* or ☐ *email submission*:

Enhancing Access to Justice through Institutional Reform (A2J) Project II
Babarmahal, Po. Box 107, Kathmandu Nepal,
Tel no +977-01-5338309, 5338323 Ext 211

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 A2J PROJECT II after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

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

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input checked="" type="checkbox"/> DAP to Kathmandu
Customs clearance ¹ , if needed, shall be done by:	N/A
Exact Address/es of Delivery Location/s (identify all, if multiple)	Enhancing Access to Justice through Institutional Reform (A2J) Project II Babarmahal, Po. Box 107, Kathmandu Nepal, Tel no +977-01-5338309, 5338323 Ext 211 info@a2jnepal.org
A2J PROJECT II Preferred Freight Forwarder, if any ²	N/A

¹ Must be linked to INCO Terms chosen.

² Depends on INCO Terms. The suggestion to use a UNDP preferred courier is only for purposes of familiarity with procedures and documentary requirements applicable to the UNDP when clearing with customs.

Distribution of shipping documents <i>(if using freight forwarder)</i>	N/A	
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by A2J PROJECT II)</i>	<input checked="" type="checkbox"/> 2 weeks of PO <input type="checkbox"/> As per Delivery Schedule attached <i>[if delivery will be staggered]</i> Time: <i>[pls. indicate]</i> Time Zone of Reference: <i>[pls. indicate]</i>	
Delivery Schedule	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required	
Packing Requirements		
Mode of Transport	N/A	
Preferred Currency of Quotation ³	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency: NPR Including VAT and all other applicable taxes and duties	
Value Added Tax on Price Quotation ⁴	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes	
After-sales services required		
Deadline for the Submission of Quotation	COB, Monday February 21, 2022 and 17:00 hrs	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others <i>[pls. specify, including dialects, if needed]</i>	
Mandatory Documents to be submitted ⁵ (bids without these documents will lead to disqualification)	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 1, and in accordance with the list of requirements in Annex 1; <input type="checkbox"/> A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users; <input type="checkbox"/> Confirmation that licenses of this nature have been obtained in the past and an expectation of obtaining all the necessary licenses should the quotation be selected; <input checked="" type="checkbox"/> Quality Certificates (ISO, etc.); <input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance; <input checked="" type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer);	

³ 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.

⁴ This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

⁵ First 2 items in this list are mandatory for the supply of imported goods

	<input checked="" type="checkbox"/> Product brochure (Highlighting the matched specification as per required specification mentioned in the bidding document) <input type="checkbox"/> Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer); <input type="checkbox"/> Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied; <input type="checkbox"/> Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods". <input type="checkbox"/> Patent Registration Certificates (if any of technologies submitted in the quotation is patented by the Supplier); <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input type="checkbox"/> Others <i>[pls. specify as many as required]</i>
Period of Validity of Quotes starting the Submission Date	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, A2J PROJECT II 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 type="checkbox"/> Not permitted <input checked="" type="checkbox"/> Permitted <i>[Contract will be awarded to the technically qualified lowest bidder in each lot] however partial quote within a same lot not permitted.</i>
Payment Terms ⁶	<input checked="" type="checkbox"/> 100% upon delivery of the goods <input type="checkbox"/> Based on deliverables
Liquidated Damages	Liquidated Damages for delay of supply would be: 0.3% of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated by A2J PROJECT II without notice.
Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price⁷ Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criterion and cannot be deleted regardless of the nature of services required]</i> <input type="checkbox"/> Earliest Delivery / Shortest Lead Time ⁸ <input type="checkbox"/> Acceptance of the samples as per the technical specification
A2J PROJECT II will award to:	<input type="checkbox"/> One and only one supplier <input checked="" type="checkbox"/> One or more Supplier, depending on the following factors: <i>[Technically qualified lowest bidder in each lot]</i>

⁶ UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

⁷ UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

⁸ This shall be used for time-critical and/or exigent requirements (e.g., post-crisis emergencies, elections, etc.).

Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input type="checkbox"/> Long-Term Agreement ⁹ (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) <input type="checkbox"/> Civil Works Contract
Special conditions of Contract	N/A <input type="checkbox"/> Others [pls. specify]
Conditions for Release of Payment	<input checked="" type="checkbox"/> Upon certification on 100 % delivery of the service <input type="checkbox"/> Passing all Testing [specify standard, if possible] <input type="checkbox"/> Completion of Training on Operation and Maintenance [specify no. of trainees, and location of training, if possible] <input type="checkbox"/> Others [pls. specify]
Annexes to this RFQ ¹⁰	<input type="checkbox"/> Terms of Service (TOR) (Annex 1) <input checked="" type="checkbox"/> Price Schedule (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). <input type="checkbox"/> Others [pls. specify, if any] 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) ¹¹	Indra Byanjankar info@a2jproject.org Any delay in A2J PROJECT II response shall be not used as a reason for extending the deadline for submission, unless A2J PROJECT II 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 A2J PROJECT II 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 A2J PROJECT II. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on A2J PROJECT II's re-computation and correction of errors, its quotation will be rejected.

After A2J PROJECT II has identified the lowest price offer, A2J PROJECT II 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

⁹ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation

¹⁰ Where the information is available in the web, a URL for the information may simply be provided.

¹¹ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

found to be higher than A2J PROJECT II'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 A2J PROJECT II after it has received the quotation. At the time of award of Contract or Purchase Order, A2J PROJECT II 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 A2J PROJECT II herein attached as Annex 3.

A2J PROJECT II 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 A2J PROJECT II'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.

A2J PROJECT II encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to A2J PROJECT II 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.

A2J PROJECT II implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against A2J PROJECT II, as well as third parties involved in A2J PROJECT II activities.

Thank you and we look forward to receiving your quotation.

Sincerely yours,



Basant Prasad Adhikari
National Project Manager
February 11, 2022

FORM FOR SUBMITTING SUPPLIER'S PRICE SCHEDULE (QUOTATION)¹²
(This Form must be submitted only using the Supplier's Official Letterhead/Stationery¹³)

We, the undersigned, hereby accept in full the A2J PROJECT II General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of A2J PROJECT II as per RFQ Reference No. _____:

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

To be quoted as per the technical specification

Description of IT Equipment's	Units	Quantity	Rates	Price in NPR
LOT 1: Laptop Computers with Docking, Software and Antivirus guard				
13" Laptop Intel Core i5 11th Generation Processor 13.3" FHD Anti-Glare, LED Backlight Display, Multi-touch 16GB DDR4 2666MHz 500 GB Solid State Drive M.2 PCIe Intel Integrated Graphics 720p HD webcam Spill-resistant Backlit keyboard, Touchpad Fingerprint Reader Stereo Speakers Dual Band Wireless, Bluetooth 5 Ports: 2x USB port 3.1 Gen 1, Type-C, HDMI, Headphone/Microphone Combo jack, microSD card reader Ethernet Extension or USB-C to Ethernet Adapter USB Mouse (Same Brand as Laptop) USB Stereo Headset Li-ion Battery (10 hours or more power backup) Genuine MS Windows 10 Professional 64-bit OS Less than 1.3 kg Energy Star, RoHS Compliant AC Adapter, Power cord Carrying bag (Back pack) 3 Years Warranty <u>Accessories</u> (same brand as the laptop, all with 1 year warranty): Docking station or Port replicator 21" Widescreen LED Monitor Monitor Stand USB 2.0 Keyboard Security lock Numeric (3rd party acceptable)	Pcs	9		

¹² This serves as a guide to the Supplier in preparing the quotation and price schedule.

¹³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Software: Office 365 Business (1 year subscription) Anti-Virus (Kaspersky, BitDefender, Symantec, McAfee etc.) with 1 year definition updates subscription	units	2		
Antivirus software: (Kaspersky, Bitdefender, Symantec, McAfee etc.) with 1-year definition updates subscription)	pcs	9		
Subtotal of Lot1				
13% VAT Amount				
Total including 13% VAT				
LOT 2: Duplex Printers (Normal B/W)				
Duplex printing: Automatic Print size: A4/letter Print speed: 30ppm or higher Print resolution: Up to 1200 dpi Paper tray capacity: 250 sheets Memory: 128MB or more Monthly page volume: 3000 or more Network: Hi-speed USB (inclusive of USB cable), Fast Ethernet OS Compatibility: Windows 8/10, Mac OS X 10.x (32/64-bit) Star Energy certified Warranty: 1 year Authorization: Manufacturer or Authorized distributor's Letter	Pcs	4		
Subtotal of Lot2				
13% VAT Amount				
Total including 13% VAT				
LOT3: Multi-Function Printer with Photocopy and Scanner (B/W)				
3-in-1 Laser B/W Printer Up to 30ppm print speed. Memory 32MB Automatic 2-sided (duplex) printing. 35-sheet Automatic Document Feeder (ADF). Wired and Wireless Network + Wi-Fi direct. Mobile device print and scan capability. High yield-toners Up to 2,600 pages Print Resolution 600 x 600 dpi, HQ1200 (2400 x 600 dpi) Paper Input Up to 250 Sheets Standards Papers Paper Output Up to 100 Sheets Face Down Scanner Type Color Flatbed with ADF, File, Image, E-mail, OCR, Microsoft® SharePoint®	Pcs	4		
Subtotal of Lot3				
13% VAT Amount				
Total including 13% VAT				
LOT4: <u>Digital Colour Copier/MFP with ADF (Copy/ Print /Scan)</u>				
Speed (A4/Letter): Colour 35ppm or higher Monthly print volume: 20K pages or more Color Touch Screen LCD Control Panel Copying resolution: Up to 600 dpi Zoom: 25-400% in 1% increment Copy/Print size: up to A3 Printing resolution: Up to 1200 dpi Print features: Print from USB, Secure Printing PDL Support: PCL 6/5e/5c, PS3, PDF, TIFF, XPS, JPEG	Pcs	1		

Scan resolution: Up to 600 dpi Scan features: Scan to Email/Network/Folder/SMB/USB (File formats: PDF, PDF/A, JPEG, TIFF) Memory: 2 to 4 GB Hard Disk: 128 GB or more Connectivity: Gigabit Ethernet, High-speed USB, WiFi Network Protocols: TCP/IP, IPv6, SMB, HTTP, HTTPS, FTP, sFTP, AppleTalk, EtherTalk Web-based device management OS compatibility: Mac OS 10.x, Windows 10, Windows Servers Power: 220-240V AC, 50/60Hz Power consumption (running): Up to 2 KW Energy Star 2.0 compliant Warranty: 1 year Servicing: Free servicing for 1 year <u>Accessories:</u> Black Toner Cartridge Cyan Colour Toner Cartridge Magenta Colour Toner Cartridge Yellow Colour Toner Cartridge Toner waste cartridge				
Subtotal Lot4				
13% VAT Amount				
Total including 13% VAT				
Grand total (Lot1+Lot2+Lot3+Lot4)				

(Amount in words:)

[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 A2J PROJECT II unless agreed to in writing by a duly authorized official of A2J PROJECT II

2. PAYMENT

- 2.1 A2J PROJECT II 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 A2J PROJECT II, 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 A2J PROJECT II

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 A2J PROJECT II's exemption from such taxes, duties or charges, the Supplier shall immediately consult with A2J PROJECT II to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes A2J PROJECT II to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with A2J PROJECT II before the payment thereof and A2J PROJECT II has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide A2J PROJECT II 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 A2J PROJECT II, 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 A2J PROJECT II 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 A2J PROJECT II 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 A2J PROJECT II and the United Nations harmless from any actions or claims brought against A2J PROJECT II 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 A2J PROJECT II

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, A2J PROJECT II 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 A2J PROJECT II 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 A2J PROJECT II

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 A2J PROJECT II 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 A2J PROJECT II

11. ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of A2J PROJECT II, 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, A2J PROJECT II 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 A2J PROJECT II OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of A2J PROJECT II 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 A2J PROJECT II without specific permission of A2J PROJECT II 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 A2J PROJECT II 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 A2J PROJECT II

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 A2J PROJECT II 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 A2J PROJECT II

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 A2J PROJECT II 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 A2J PROJECT II 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 A2J PROJECT II 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 A2J PROJECT II, only the A2J PROJECT II Authorized Official possess the authority to agree on behalf of A2J PROJECT II 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 A2J PROJECT II unless provided by an amendment to this Agreement signed by the Contractor and jointly by the A2J PROJECT II Authorized Official.