



REQUEST FOR QUOTATION (RFQ) Long Term Agreement- Rent of Printing Equipment

NAME & ADDRESS OF FIRM:	DATE: 03 April 2018
	REFERENCE: RfQ18/01726

Dear Sir / Madam:

We kindly request you to submit your quotation for **Rent of Printing Equipment to UNDP and UN Agencies in Moldova under Long Term Agreement basis**, 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 **17 April 2018, 14:00 (Moldova local time GMT +2)** only through on-line bidding in e-tendering module at: <https://etendering.partneragencies.org>.

Documents uploaded in the system as part of your quotation 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 indicated by UNDP in the eTendering system. Bids must be submitted in the online eTendering system in the following link: <https://etendering.partneragencies.org> using your username and password. If you have not registered in the system before, you can register now by logging in using:

username: event.guest

password: why2change

and follow the registration steps as specified in the system user guide, as well as Appendixes A and B.

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

Delivery Terms [INCOTERMS 2010]	<input checked="" type="checkbox"/> DAP
Exact Address of Delivery Location (identify all, if multiple)	Chisinau, Republic of Moldova
Latest Expected Delivery Date and Time	<p>1. <u>For equipment rental</u>: the requested printing machine(s) (as per technical specifications described in Annex 1) shall be delivered within max. 30 calendar days from the official date of request;</p> <p>2. <u>For maintenance/troubleshooting services</u>:</p> <ul style="list-style-type: none"> - scheduled maintenance services: at least once a quarter; - errors/breakdown: within 4 (four) hours
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes

After-sales services required	<input checked="" type="checkbox"/> Technical Support: Response ability within 4 (four) hours <input checked="" type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair
Deadline for the Submission of Quotation	17 April 2018, 14:00 (Moldova local time)
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Others: Romanian
Documents to be submitted	<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"/> Company profile (short info up to 1 page); <input checked="" type="checkbox"/> Copy of Company's Registration Certificate; <input checked="" type="checkbox"/> Detailed technical description of the offered goods; <input checked="" type="checkbox"/> Certificates of quality for the offered equipment; <input checked="" type="checkbox"/> Name and address of authorized service in Moldova; <input checked="" type="checkbox"/> Quality Certificates (ISO, etc.); <input checked="" type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); <input checked="" type="checkbox"/> Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied ; <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.
Period of Validity of Quotes starting the Submission Deadline Date	<input checked="" type="checkbox"/> 90 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"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> Monthly and 100% upon complete delivery of goods and/or services
Liquidated Damages	0.1% of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ¹ ; <input checked="" type="checkbox"/> Minimum 3 (three) years' experience in supplying printing equipment; <input checked="" type="checkbox"/> Availability of certificates of quality and origin for the offered equipment; <input checked="" type="checkbox"/> Availability of authorized service in Moldova and comprehensiveness of after-sales services; <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions.
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Long-Term Agreement (<i>Contract for Goods and/or Services</i>)

¹ 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.

	The Long Term Agreement shall be signed for an initial period of 1 (one) year and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of Contract if the delivery of machines and/or completion of maintenance services is delayed by 20 calendar days
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written acceptance of the printing device (each device must be fully compliant to technical specifications listed in Annex 1); and <input checked="" type="checkbox"/> Monthly invoice with separated detailed breakdown for each device (invoice shall provide a report of copied papers)
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) <input checked="" type="checkbox"/> Appendix A – Instructions to bidders <input checked="" type="checkbox"/> Appendix B – Q&A for bidders 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) ²	Procurement and Operational Support Unit sc.md@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.

² 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.

Any Purchase Order that will be issued as a result of this RFO 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.

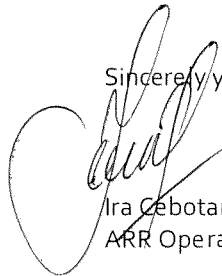
UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

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/procurement/protest.shtml>.

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 RFO.

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,

Ira Cebotari,
ARR Operations

Technical Specifications of printing machines

Item	Generic Specifications	
1.	Laser Color Multifunctional Printer	
	Copy, print, network print, scan, scan to email	
	Media size	A3, A4
	Print speed	30 ppm/A4 color, 30 ppm/A4 black
	Monthly duty cycle	100,000 pages
	Print quality	1200 x 600 dpi
	Duplex print, copy, scan	Available
	Memory	512 MB
	Connectivity	Hi-Speed USB 2.0 printer port, Ethernet 10/100/1000
	Supported OS	Microsoft Windows 7/8/10
	Paper handling	
	Two Input Trays user adjustable	500 sheets per tray
	Duplex Automatic Document Feeder	50 sheets
	Output	Stapler, 500 sheets
	Scanner specifications	
	Capability	Color scanning, black and white
	Optical resolution	600dpi
	Scan to email	SMTP, LDAP support for address list
	File formats	TIFF, JPEG, PDF
	Accounting feature	Track and limit the number of copy, print, scan to email jobs for each user.
Firewall/IP filtering	Provides security to the machine, by allowing to register the IP addresses permitted to communicate with the machine.	
2.	Laser Black and White Multifunctional Printer – Regular	
	Copy, print, network print, scan, scan to email	
	Media size	A4
	Print speed	40 ppm/A4
	Monthly duty cycle	100,000 pages
	Print quality	600 x 600 dpi
	Duplex print, copy, scan	Available
	Memory	256 MB
	Connectivity	Hi-Speed USB 2.0 printer port, Ethernet 10/100/1000
	Supported OS	Microsoft Windows 7/8/10
	Paper handling	
	Input Tray	500 sheets
	Duplex Automatic Document Feeder	100 sheets
	Output	Stapler, 250 sheets
	Scanner specifications	
	Capability	Color scanning, black and white
	Optical resolution	600dpi
	Scan to email	SMTP, LDAP support for address list
	File formats	TIFF, JPEG, PDF
	Other Features	
Accounting feature	Track and limit the number of copy, print, scan to email jobs for each user.	
Firewall/IP filtering	Provides security to the machine, by allowing to register the IP addresses permitted to communicate with the machine.	
3.	Laser Black and White Multifunctional Printer – Advanced	
	Copy, print, network print, scan, scan to email	
	Media size	A4, A3
	Print speed	35 ppm/A4
Monthly duty cycle	120,000 pages	

Print quality	1200 x 1200 dpi
Duplex print, copy, scan	Available
Memory	512 MB
Connectivity	Hi-Speed USB 2.0 printer port, Ethernet 10/100/1000
Supported OS	Microsoft Windows 7/8/10
Paper handling	
Two Input Trays user adjustable	500 sheets per tray
Duplex Automatic Document Feeder	50 sheets
Output	Stapler, 500 sheets
Scanner specifications	
Capability	Color scanning, black and white
Optical resolution	600dpi
Scan to email	SMTP, LDAP support for address list
File formats	TIFF, JPEG, PDF
Other Features	
Accounting feature	Track and limit the number of copy, print, scan to email jobs for each user.
Firewall/IP filtering	Provides security to the machine, by allowing to register the IP addresses permitted to communicate with the machine.

Conditions of Printing device rental

- The estimated quantity of needed printing devices is 4 (four) printers of each type per year. However, the number of printers may be varied from time to time based on actual requirements. The Contract shall not impose a minimum guarantee of printing equipment to be rented during contract period.
- The estimated monthly quantity of printed pages is:

Item No.	Printer type	Price per printed b&w page, USD	Price per printed color page, USD
		Estimated monthly A4 ³ volume	Estimated monthly A4 volume
1	Laser Color Multifunctional Printer	2,000	500
2	Laser Black and White Multifunctional Printer – Regular	2,000	n/a
3	Laser Black and White Multifunctional Printer – Advanced	2,000	n/a

However, the number of pages may be varied from time to time based on actual requirements. The Contract shall not impose a minimum guarantee of pages to be printed during contract period.

- The proposed printing devices can be **new** and/or **used**. Used devices must meet the following eligibility criteria: year of manufacturing – not older than 5 years⁴.

Management and printing system

- Billing system that must be able to provide analysis for total usage and per user.
- Alerting system must be able to report toner low, toner empty, paper jam and error messages directly to Service provider.

³ One A3 page shall be calculated as 2(two) A4 pages

⁴ Calculated from each request date. For the technical evaluation under this RFQ, the RFQ deadline date shall be used.

Specific Tasks:

- Device(s) delivery to the requested address with Chisinau and proper device installation (including network connectivity)
- Supply toners, cartridges, drum units, fixing units, maintenance kits, and all spares for all installed equipment whenever required. Paper reams are excluded, however the Service Provider shall advise UNDP on the quality and standard of paper reams to be purchased and used in the equipment.
- Maintain the installed equipment in excellent working condition. The clients expect that all machines will remain fully functional during their service life.
- Provide quick response within 4 (four) hours whenever there is a fault or breakdown with the equipment. In case of technical malfunctions, not more than one working day of the total printer downtime per month is allowed. Provide standby equipment of medium or equal capacity within 24 hours from its reported time in case of non-restoration of a technical failure of existing equipment. The ownership of all installed equipment remains with the Contractor.
- The client shall on a fixed monthly basis be invoiced for the services provided.
- Supplier to define an Escalation Matrix for service order login and scheduling system.
- At a minimum of once a quarter service engineers to be at site to perform all schedule/preventive maintenance services with minimum interruptions to UNDP's operations.
- Supplier to define an emergency service order procedures and details of their proactive service delivery tools for toner run-outs and service outages.
- Service provider is to perform preventive maintenance based on monitoring/alerting system information.
- Single point of contact at Service providers side must be established

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁵

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁶)

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. 1726:

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

Item No.	Printer type	Monthly fixed rent, USD, per device	Condition of proposed equipment (new or used)	Price per printed b&w page, USD	Price per printed color page, USD
1	Laser Color Multifunctional Printer				
2	Laser Black and White Multifunctional Printer – Regular				n/a
3	Laser Black and White Multifunctional Printer – Advanced				n/a

Terms and Conditions:

- Rent price and price per page shall be fixed and valid for the entire period of LTA;
- Proposed rent monthly price shall include maintenance services, parts, toner supplies and other expenses as may be incurred by the bidder (all except for paper).

There might be situations where some printing equipment could be needed for a short period rent, up to 1 (one) month, as a short-term replacement for a UNDP owned printer which can be out of service for repair works. In case the proposed rent costs are different for a short-term rent (up to one month), please fill in Table 2 with proposed costs:

TABLE 2: Costs for short-term rent of printing equipment (up to one month)–if not applicable, indicate “N/A”

Item No.	Printer type	Short-term fixed rent, USD, per device
1	Laser Color Multifunctional Printer	
2	Laser Black and White Multifunctional Printer – Regular	
3	Laser Black and White Multifunctional Printer – Advanced	

⁵ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁶ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

The following formula shall be considered when carrying out the price evaluation. The quoted monthly rent price per device shall be added to the price of printed pages (quoted price per page multiplied by estimated amount) per each type of device:

TABLE 3: Formula to be used for evaluation of received quotes

Item No.	Printer type	Quoted fixed rent	Price per printed b&w page	Price per printed color page, USD	Short-term rent, USD	Total figure
1	Laser Color Multifunctional Printer	A	B	C	D	$(A + 2000B + 500C + D) * 12$ months
2	Laser Black and White Multifunctional Printer – Regular	A	B	n/a	D	$(A + 2000B + D) * 12$ months
3	Laser Black and White Multifunctional Printer – Advanced	A	B	n/a	D	$(A + 2000B + D) * 12$ months
Total						Calculated amount

TABLE 4: 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			
Warranty and After-Sales Requirements			
a) Response ability within 4 (four) hours			
b) Service Unit to be Provided when the Purchased Unit is Under Repair			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

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. 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.