REQUEST FOR QUOTATION (RFQ) FOR THE PROVISION AND INSTALLATION OF A NETWORK CABLEING FOR THE UN CLINIC IN MONROVIA

<table>
<thead>
<tr>
<th>NAME &amp; ADDRESS OF FIRM</th>
<th>DATE: 18th December 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monrovia, Liberia</td>
<td></td>
</tr>
<tr>
<td>REFERENCES:</td>
<td>RFQ/UNDP/LBR/UN Clinic/052/2014</td>
</tr>
</tbody>
</table>

Dear Sir / Madam:

The United Nations Development Programme in Liberia kindly requests you to submit your quotation for the provision and installation of a network cabling for the UN Clinic in Monrovia on the Old CID Road, Mamba Point. When preparing your quotation, please be guided by the form attached hereto as Annex 2. UNDP General Terms & Conditions are at Annex 3.

Site assessment is scheduled on Monday 22nd December 2014 at 10:00 AM. Quotations must be submitted on or before Wednesday 24th December 2014 at 11:00 AM, Liberia Local Time and via (choose appropriate box)

☑ E-mail: bids.lr@undp.org
☑ courier mail on the following address;

Address: United Nations Development Programme
Registry 1st Floor, Simpson Building
Mamba Point, Monrovia, Liberia
Attn: Shahzad Khan Bangash, Head of Procurement
UNDP, Liberia
And marked: RFQ/UNDP/LBR/UN Clinic/052/2014
(Provision and Installation of Network Cabling for the UN Clinic)

Quotations submitted by email must be limited to a maximum of 2MB, virus-free and no more than 3 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the pdf format, and free from any virus or corrupted files.
Please take note of the following requirements and conditions pertaining to the supply of the above mentioned good/s:

Please be guided by the form attached hereto as Annex 2, in preparing your quotation. A Pre bid Site Visit will be held at 10:00 AM on Monday 22nd December 2014 on Old CID road, Mamba Point, Monrovia, Liberia

Late quotes will not be accepted.
Each page of the offer must be dated, signed and stamped by the participating offerer
Please take note of the following additional requirements and conditions pertaining to the supply of the Above mentioned services AND CHECK EACH BOX STATING YOUR COMPLIANCE / NON COMPLIANCE, FAILURE TO THE CHECK BOX WILL DISQUALIFY YOUR OFFER.

<table>
<thead>
<tr>
<th>Delivery Terms [INCOTERMS 2010]</th>
<th>☑ DAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exact Address of Delivery Location</td>
<td>Old CID road, Mamba Point, Monrovia, Liberia</td>
</tr>
<tr>
<td>Delivery Date</td>
<td>Date of completion of Services is within 5 days from the receipt of Purchase Order.</td>
</tr>
<tr>
<td>Preferred Currency of Quotation</td>
<td>☐ United States Dollars</td>
</tr>
<tr>
<td>Tax on Price Quotation</td>
<td>☐ UNDP IS TAX EXEMPT</td>
</tr>
<tr>
<td>Payment Terms</td>
<td>☐ 100% within 30 days upon UNDP’s receipt of invoice and satisfactory Inspection Report by UNDP ICT Unit.</td>
</tr>
<tr>
<td>Liquidated Damages</td>
<td>0.5 % of total contract amount for each day of delay and maximum of 30 days after which contract will be terminated</td>
</tr>
</tbody>
</table>
| Conditions for Release of Payment | ☑ Satisfactory professional cabling of designated offices at UN Clinic as per TORs  
☑ Duly signed delivery note  
☑ Duly signed Inspection Report by UNDP IT Unit. |
| Request for clarification | Bidders requesting clarification on the terms of reference, supplier quotations, technical requirements or general conditions stipulated in this RFQ shall communicate in Writing with UNDP office. Only requests for clarification received by 23rd December 2014 will be entertained. Queries may be directed to Kaman Weah, ICT Manager at kaman.weah@undp.org and copy to shahzad.bangash@undp.org Head of Procurement. |
| Pre bid Site Visit | A pre-bid site visit will be held on Monday 22nd December 2014 at 10:00 AM on the Old CID Road, Mamba Point. All interested bidders are expected to be on site. Offers from interested bidders who did not attend the site visit will be rejected.  
Focal Person for coordination: Kaman Weah, ICT Manager at kaman.weah@undp.org  
Contact No. for guidance: 0777111444 |
| Deadline for the Submission of Quotation | ☑ 11:00 AM, 24th December 2014 |
| All documentations, including catalogs, | ☑ English |

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1 Local vendors must comply with any applicable laws regarding doing business in other currencies  
2 VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO
<table>
<thead>
<tr>
<th><strong>instructions and operating manuals, shall be in this language</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Period of Validity of Quotes starting the Submission Date</strong></td>
<td>☑ 90 days</td>
</tr>
<tr>
<td><strong>Partial Bids</strong></td>
<td>☑ Not permitted</td>
</tr>
<tr>
<td><strong>Mode of Transport</strong></td>
<td>☑ LAND</td>
</tr>
</tbody>
</table>

### PREQUALIFICATION

Interested companies are requested to submit the below documentation to qualify for the evaluation of their offers:

- Current Business Registration/Articles of Incorporation
- Current and up to date reference listing for reference check with contact information and email address for similar services provided
- Company profile (SHOULD provide details, pictorials, brochures, any relevant information)

### Capacity Assessment

Kindly note that UNDP will carry out a capacity assessment if necessary as part of the evaluation process. Your Company will be contacted before the date of the capacity assessment, if required.

### Evaluation Criteria

- Technical responsiveness/Compliance to requirements
- Lowest priced offer
- Delivery time

### Annexes to this RFQ

- ☑ Specifications of the Services Required (Annex 1)
- ☑ Form for Submission of Quotation (Annex 2)
- ☑ General Terms and Conditions / Special Conditions (Annex 3).

Non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this bidding process.

Goods and allied services proposed 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 and requirements and offers the lowest price 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 vendor 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 on ex-works price in the event that the transportation cost is found to be at high side.
Any Purchase Order that will be issued shall be subject to the General Terms and Conditions herein attached hereto.

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

Our 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. It is, however, not available to non-responsive or non-timely bidders or when all bids are rejected.

UNDP implements a zero tolerance on fraud and corrupt practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities.

Sincerely yours,

Shahzad Khan Bangash
Head of Procurement
UNDP-Liberia
18th December 2014
Annex 1

Scope of Work
Local Area Network (LAN) Installation

This section includes all system performance specification for the DATA/VOICE STRUCTURED CABLING SYSTEM, which includes vertical and horizontal cabling, data cabinet, patch panel, face plates, data connectors, wire management system, patch cable and associated DATA SYSTEM HARDWARE.

For clarification of this specification, the terms "DATA", "Network", and "IT", (Information Technology) may be used interchangeably.

This section also specifies the requirements for providing a structured cabling system solution necessary for the complete installation, termination and testing of the data system as described in this document. The chosen contractor is responsible to provide all materials, devices; equipment as well as labor to install the new structured cabling system at the site.

All cables and wiring shall be continuous from each outlet to the patch panel in the IT room on each floor as specified by the owner rack to all patch panels, except where they have to be "punched down".

NEATNESS
All wiring shall be neatly trimmed and secure inside of conduits, racks, and equipment enclosures. All cable run shall not exceed maximum of 300 feet from point –to –point. Route wire and cable as required to meet Project Conditions Where wire and cable routing is not shown, and destination only is indicated, determine exact routing and lengths required, but adhere as much as possible and practical to the cable tray routing as discussed above. The contractor shall determine the separation between cable and other work and shall avoid interference with any electrical system. All data system cabling and wiring shall be bundled and tie wrapped together using "Ty-Raps".

DATA /VOICE JACK
Contractor shall provide CAT-6 e RJ-45 eight (8) conductor data connectors to be used at each workstation location. All jack/connector must be terminated at the workstation end using 568b standard or pin configuration.

COLOR
Contractor shall provide white/blue color CAT-6eRJ-45 eight (8) conductors for voice and white/blue CAT-6e RJ-45 eight (8) conductors for data as well.

INSTALLATION METHOD
Conductors shall be installed in a manner which will not damage their insulation. The bending radius for jacketed cables shall not be less than six times the outside diameter of the cable. Conduit and raceway
runs shall be complete before any conductors are installed. All cable shall be installed in conduit and terminated in flushed mount box. Cable shall be installed on the surface of the wall using cable channel/conduits.

Install all data system cable and wiring separate from any power wiring over 50 volts. No such power wiring shall be allowed on the communications cable tray or in any conduit or box designated for telephone, data, cable TV, or other low voltage communications type system.

Microwave Link
The company should provide and installed a nanu bridge radio equipment (base and subscriber unit) to UNDP and the UN Dispensary that will be use to provide this location internet connectivity from the UNDP main country office building. This will be done in close collaboration with the UNDP ICT team. Wireless router should also be install in the building to cover the entire 1st and 2nd floors.

NODE CONFIGURATION
The contractor shall provide two cables at each location. One cable will be used for data connectivity and the other for future use or voice connectivity.

PATCH PANEL
Contractor shall provide CAT-6 RJ-45 patch panel to accommodate total number of nodes.

PATCH CORDS
At every voice/data combination outlet throughout the facility, the contractor shall furnish two (2) CAT6 5'-0" colored patch cables. The contractor shall only furnish them; he shall not install them.

IDENTIFICATION
The contractor shall identify each node by uniquely labeling both end of the cable using an adhesive type label to correspond with the patch panel location in a manner to be determined UNDP. Wires shall be identified at each end using wraparound cable tag wire markers impervious to oil, water and dust.

GROUNDING (Recommended)
The contractor shall provide and install a 14 AWG ground wire to all data racks and equipment where applicable.

SYSTEM TESTING
Contractor shall perform a channel test on all nodes and provide a comprehensive report in both soft and hard copies for UNDP review.

Site Visit:
Site assessment should be done by the vendors with the UNDP ICT unit to understand the technical needs and requirements.

Timeframe:
Completion of this work should be in five (5) days

Estimated Requirements:

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description</th>
<th>Est. Quantities</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>High Quality Plenum rated Cat6e Cable (box)</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>Radio Link -</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Patch Panel - 24-Port</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Patch Cable (0.5m)</td>
<td>24</td>
</tr>
<tr>
<td>5</td>
<td>Patch Cable (3.0m)</td>
<td>24</td>
</tr>
<tr>
<td>6</td>
<td>Cisco Switch - 24 Port</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>Cisco Access Points/Wireless Routers</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>Data Cabinet - 9U</td>
<td>1</td>
</tr>
<tr>
<td>9</td>
<td>UPS - 650 Watts</td>
<td>1</td>
</tr>
<tr>
<td>10</td>
<td>Galvanized Poles (2&quot; x 20ft)</td>
<td>2</td>
</tr>
<tr>
<td>11</td>
<td>Wall Jacks and Faceplate (Double)</td>
<td>20</td>
</tr>
<tr>
<td>12</td>
<td>Outdoor Cat6 Cable</td>
<td>1</td>
</tr>
<tr>
<td>13</td>
<td>Wall Plugs (6-8mm) - 100/pks</td>
<td>4</td>
</tr>
<tr>
<td>14</td>
<td>Screws (6-8mm)</td>
<td>4</td>
</tr>
<tr>
<td>15</td>
<td>Cable Channel (25x40)</td>
<td>6</td>
</tr>
<tr>
<td>16</td>
<td>Professional Fee (Welding, Civil Works, LAN, Installation, Configuration etc)</td>
<td>1</td>
</tr>
<tr>
<td>17</td>
<td>Warranty - Parts and Service</td>
<td>1Yr</td>
</tr>
</tbody>
</table>
FORM FOR SUBMITTING SUPPLIER’S QUOTATION
(This Form must be submitted only using the Supplier’s Official Letterhead/Stationery)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference RFQ/UNDP/LBR/UN Clinic/052/2014

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description/Specification of Goods</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price per Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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</tr>
<tr>
<td>16.</td>
<td>Professional Fee (Welding, Civil Works, LAN, Installation, Configuration etc)</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Add: Other Charges (pls. specify)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Final and All-Inclusive Price Quotation</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3 This serves as a guide to the Supplier in preparing the quotation and price schedule.
4 Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes
### TABLE 3: Offer to Comply with Other Conditions and Related Requirements

<table>
<thead>
<tr>
<th>Other Information pertaining to our Quotation are as follows:</th>
<th>Your Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes, we will comply</td>
</tr>
<tr>
<td>Delivery Lead Time</td>
<td></td>
</tr>
<tr>
<td>Warranty Period 1 year, with complete repair and replacement options in case of any manufacturing defect or defects during the warranty period due to technical reasons</td>
<td></td>
</tr>
<tr>
<td>Validity of Quotation</td>
<td></td>
</tr>
<tr>
<td>All Provisions of the UNDP General Terms and Conditions</td>
<td></td>
</tr>
</tbody>
</table>

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** ________________________________
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 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 DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. **EXPORT LICENCES**

Notwithstanding any INCOTERM 2000 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.