



REQUEST FOR QUOTATION (RFQ) (Goods)

	Date: 16 Feb 2017
	RFQ Reference: UNDP/AFG/RFQ/2017/0000001199

Subject: *Installation of Media Pool for Meshrano Jirga (National Assembly) of Afghanistan*

Dear Mr. /Ms: Bidder

The United Nations Development Programme (UNDP) Afghanistan Country Office hereby invites you to submit a Quotation to this Request for Quotation (RFQ) for the above-referenced subject.

This RFQ includes the following documents:

- Letter of Invitation
- Annex 1 - RFQ Data Sheet
- Annex 2 - Technical Specifications and Compliance Sheet [bidders to complete and submit]
- Annex 3 - Forms for Submitting Supplier's Quotation
- Annex 4 - General Terms and Conditions
- E-tendering Instructions Manual for Bidders
- FAQ for Bidders

Your offer, comprising of following documents stated in this RFQ, should be submitted to UNDP Afghanistan in accordance with the Annex 1 (RFQ Data Sheet) through the **"UNDP ATLAS E-tendering system"** (<https://etendering.partneragencies.org>).

- Scanned copy of duly filled, signed and company stamped Annex 3 (Table 1 and Table 2)
- Details of at least Two (02) similar contracts in the past with value of each at least USD 100,000, including contract description, contract value, clients name and contact details with national or international organizations
- Services implementation schedule (within 45 working days)
- Latest and Valid Business License
- Company profile

The step by step instructions for registration of bidders and proposal submission through the UNDP ATLAS E-tendering system is available in the **"Instructions Manual for the Bidders"**, attached with this RFQ. Should you require any training on the UNDP ATLAS E-tendering system or face with any difficulties

when registering your company or submitting your proposal, please send an email to the E-tendering helpdesk at procurement.af@undp.org or call +93728999766 during office hours to request for help.

The proposers are advised to use Internet Explorer (Version 10 or above) to avoid any compatibility issues with the e-tendering system.

No hard copy or email submissions will be accepted by UNDP.

Kindly go through this invitation letter and other documents attached here to this RFQ. Should you have any questions or require any clarification, please feel free to email your questions/clarifications to the procurement officer at procurement.af@undp.org. The subject of the email should be UNDP/AFG/RFQ/2017/0000001199.

UNDP looks forward to receiving your quotation and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Head of Procurement Unit
February 16, 2017

ANNEX 1

RFQ Data Sheet

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"/> NA
Customs clearance ¹ , if needed, shall be done by:	<input checked="" type="checkbox"/> NA
Exact Address/es of Delivery Location/s (identify all, if multiple)	All work will be carried out on site at the National Assembly of Afghanistan in Kabul (i.e. new parliament building)
UNDP Preferred Freight Forwarder, if any ²	<input checked="" type="checkbox"/> NA
Distribution of shipping documents (<i>if using freight forwarder</i>)	<input checked="" type="checkbox"/> NA
Latest Expected Delivery Date and Time (<i>if delivery time exceeds this, quote shall be rejected by UNDP</i>)	The company should complete the services within maximum of 45 (forty-five) working days from the issue date of the contract.
Delivery Schedule	<input checked="" type="checkbox"/> Project implementation Schedule within the stipulated timeline in Gantt chart or in similar form must be submitted.
Packing Requirements	<input checked="" type="checkbox"/> NA
Mode of Transport	<input checked="" type="checkbox"/> NA
Value Added Tax on Price Quotation ³	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> The company shall provide support services for one year, after completion of installation, as and when needed.

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.

³ 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.

Deadline for the Submission of Quotation	<p>Date and Time: As specified in the system (note that time zone indicated in the system is New York Time zone).</p> <p>PLEASE NOTE:-</p> <ol style="list-style-type: none"> 1. Date and time visible on the main screen of event (on E-Tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. Please also note that the bid closing time shown in the PDF file generated by the system is not accurate due to a technical glitch that we will resolve soon. The correct bid closing time is as indicated in the E-Tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any quotation that is not submitted directly in the system. 2. Try to submit your quotation well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	<input checked="" type="checkbox"/> Company Profile <input checked="" type="checkbox"/> Latest and valid Business Registration Certificate <input checked="" type="checkbox"/> Duly completed Annex 2 <input checked="" type="checkbox"/> Duly completed Annex 3 <input checked="" type="checkbox"/> Details of at least Two (02) similar contracts in the past with value of each at least USD 100,000, including contract description, contract value, clients name and contact details with national or international organizations <input checked="" type="checkbox"/> Services implementation schedule (within 45 working days) <input checked="" type="checkbox"/> CVs of Key Personnel (Team Leader, Network Engineers, Electrical Engineer)
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 60 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of goods
Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.50% Max. no. of days of delay :20 After which UNDP may terminate the contract.

Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements (Annex 2) and lowest price ⁴ <input checked="" type="checkbox"/> Full acceptance of General Terms and Conditions (Annex 4) <input checked="" type="checkbox"/> Delivery within specified timeline
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	N/A
Conditions for Release of Payment	<input checked="" type="checkbox"/> Passing Inspection: UNDP shall release the payment within net 30 payment terms upon certification of satisfactory delivery of the goods
Contact Person for Inquiries (Written inquiries only) ⁵	Supply Chain Management Office Address: UNDP Country Office, UNOCA Compound, Jalalabad Road, Kabul Afghanistan Email: procurement.af@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. The system automatically calculates the final bid prices by multiplying the unit price by the quantity. In the event when the Bidder put a quantity that is different from the quantity required, provided that the Bid is substantially responsive, UNDP will re-calculate the Bidders total price based on the correct quantity and using the unit prices offered by the Bidder. Unit prices cannot be changed.

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

⁴ 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.

⁵ 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 UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

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

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 4.

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

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

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

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Head of Procurement Unit
SCMO

Annex 2

Technical Specifications and Compliance Sheet

The list physical hardware that UNDP shall provide to conduct installation services is provided.

	Item description	quantity
1	Robotic Camera system - Panasonic AW-HE130	7
2	Remote camera control panel-AW-RP120	1
3	Live switcher- Panasonic- AW-HS50	1
4	Camera bracket	7
5	1x8 3G SDI distribution amplifier -BlackMagic CONVMUSDIDA	3
6	Analog to SDI converter - Blackmagic CONVMAAS2	3
7	SDI-Analog convertor - Blackmagic CONVMASA	2
8	Samsung TV 55" UE55KU6405UXXE UHD FLAT	2
9	Samsung TV 49" UE49KS8005TXXE	1
10	Samsung TV 40" UE40J5105AKXXE	2
11	Geevs audio and video capturing system	1
12	Video W/Stereo audio distribution amplifier - Shinybow SB-3712	1
13	Storage DNA - DNAEVO-X100-LTO6	1
14	Extron universal signal processor - 507 DI-3G-SDI 6-1055-16 (SDI/HD-SDI Input - 3G-SDI/HD-SDI output	1
15	Compact HD-SD PMW-1000 Memory Recording Deck	5
16	Rack Raxxis Elite Rack ERK-8U	2
17	Load speakers KRK ROKIT 5 G3	1 pair
18	Smart UPS 15 KVA APC Smart UPS RT 15 KVA	1
19	Stabilizer 20 KVA AVR PDR 20KVA	1
20	Eartac comstar XT-5 wireless intercom system	2
19	Edit Work Station	2

The Contractor shall be responsible to do the following tasks:

[The bidder shall fill the two right-most columns with appropriate response]

	Description and Scope of Services	Compliant? Yes/No	Remarks
1	Network scheme survey of Audio, Video and Power cables for the Media Pool System.		
2	Equipment and furniture layout and scheme design for the control room and media room of Media Pool System.		
3	Network diagrams of Audio, Video and Power cables for control room, media room and main chamber.		
4	Carpentry of Control Penal Desk (Estimated 1.2m x 3m) according to place and area where the desk needs to be. The woods that is going to be used in the desks should be high quality wood from inside country, Afghanistan.		
5	Carpentry of Media Desk (Estimated 1.5m x 15m for 50 People(Journalists)). This desk is not one piece; it should be built into 3-piece desk of 1.5 x 5m according to place and area where the desk needs to be. The woods that is going to be used in the desks should be high quality wood from inside country, Afghanistan.		
6	Carpentry VTR Desk (Estimated 1.5m x 5) According to place and area where the desk needs to be. The woods that is going to be used in the desks should be high quality wood from inside country, Afghanistan.		
7	All the connectors should be plugged into media desk.		
9	Camera installation in the selected angles and areas.		
10	Cabling of Audio, Video and Power system in different media pool area.		
11	Installation and running of UPS and Stabilizer system.		
12	Installation and configuration of Panasonic-Camera Control Panel, Panasonic-Live Switcher, Extron-HD/SD Distribution Amplifier, Extron-Converter, Video and Audio Capturing system, archiving system, Video & Audio Signal Processor, Raxxess-Elite Rack, Studio Monitor Loud Speakers, Wireless Intercom System.		
13	Installation and setup of A/V- Distributor Amplifier and Sony-VTRs as well as Audio & Video output feeds into the Media desk.		
14	Installation and configuration of Geeves server.		
15	Connecting the work stations to the Geevs servers.		
16	Installation and configuration of StorageDNA DNAEVO-X100-LTO6.		
17	Running audio cable from sound control room to media pool system.		
18	Running video cable from media pool system to video wall system.		
19	Installation of Screens.		
20	Connecting, Setup and Configuration of all equipment to work as a system.		
21	Training for operators, to 3 staff.		
22	After installation if any problem is detected that should be resolved.		
23	Warranty for all the project works and on call service for 1 year		

Expected Outputs (Media Pool of Meshrano Jirga):

N	Expected Outputs	Compliant? Yes/No	Remarks
1	Having modern Media Pool that answers all medias expectation.		
2	Standard and clean audio & video feeds from the main chamber during sessions.		
3	Optional and electable best camera angles and frames from different 7 positions of main hall.		
4	Digitalize of broadcasted pictures and easy access to audio and video of main chamber sessions.		
5	Standard audio and video archiving system.		
6	Far distance control of cameras without being physically a cameraman in the chamber.		
7	Access facility of all media to the session's Audio & Video in the same time.		
8	Constructed Media desk according to above mentioned size.		
9	Constructed control panel desk according to design with the above mentioned size for 50 journalists.		
10	Constructed VTR desk according to above mentioned size.		
11	Test the installed media pool system and should be functional.		
12	The 3 staff of NAA should be trained and should be able to operate the media system properly.		
13	In the end, all the works should be documented and submitted to NAA ICT officials.		

Other service related requirement:

	Other requirements	Compliant? Yes/No	Remarks
1	The bidder should be technology firm, with at least 05 (five) years of working experience in implementing and/or installing media production projects, TV channels/Stations, conferencing system		
2	Details of at least Two (02) similar contracts in the past with value of each at least USD 100,000, including contract description, contract value, clients name and contact details with national or international organizations		
	The implementing team should comprise at least 7-8 members including:		
	<ul style="list-style-type: none"> 1 Team leader with a minimum of 5 years of work experience in implementing and/or installing media production projects, TV channels/Stations, conferencing system 		
	<ul style="list-style-type: none"> 3 Audio, Video, Camera expert with minimum 3 years of working experience in the field of Installation, configuration, networking, cabling and computer Workstation; 		
	<ul style="list-style-type: none"> 1 ICT Expert with minimum 3 years of working experience in the field of Networking, systems setup, etc. 		
	<ul style="list-style-type: none"> 1 Electric expert and mechanical engineer with minimum 3 years of experience in installing Power systems, UPS and Stabilizers 		
	<ul style="list-style-type: none"> 1-2 Carpenter and woodcraft professionals with minimum 3 years of experience in carpentry works of similar nature as required for this project 		

2	The Contractor must include all costs required to complete the installation services in their quotations.		
3	The Contractor will work under the guidance of the National Assembly of Afghanistan's Head of ICT Department who will supervise the contractors work on a daily basis as well as approve all final system configurations and installations made through this contract. All installations and system configurations must be made in accordance with National Assembly of Afghanistan ICT policies.		
4	Final certification of payment will be made by the project Chief Technical Advisor upon reports received of conformity with contractual obligations made by the beneficiary (the National Assembly of Afghanistan).		
5	The contractor will be responsible to provide all logistical, personnel and service support required to fulfill the contractual terms.		
6	All personnel proposed by the contractor to work at the site are subject to clearance and approval by the National Assembly of Afghanistan's Head of Security Department and Head of ICT Department.		
7	All related services to be completed within maximum of 45 (forty-five) working days from the issue date of the contract.		

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

[Designation]

[Date]

Annex 3

FORMS FOR SUBMITTING SUPPLIER'S QUOTATION⁶

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁷)

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. UNDP/AFG/RFQ/2017/ 0000001199:

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

Item No.	Description/Specification of Services	Quantity	Unit Price	Total Price
1	Complete installation, configuration testing of all media pool equipment along with 1-year support service	1		
	<i>[Any other relevant cost]</i>			
	Total Final and All-Inclusive Price Quotation			

* The bidder agrees to provide detailed breakdown of the above costs as and if requested by UNDP.

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

⁶ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁷ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

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

2. PAYMENT

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

3. TAX EXEMPTION

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

4. RISK OF LOSS

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

5. EXPORT LICENCES

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

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes

expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

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

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

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

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

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

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

10. LATE DELIVERY

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

11. ASSIGNMENT AND INSOLVENCY

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

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

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. CHILD LABOUR

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

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

15. MINES

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

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

16. SETTLEMENT OF DISPUTES

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

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

17. PRIVILEGES AND IMMUNITIES

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

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods,

services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

19.0 OFFICIALS NOT TO BENEFIT:

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

20. AUTHORITY TO MODIFY:

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