United Nations Development Programme



REQUEST FOR QUOTATION (RFQ) (Goods)

3 100	DATE: 13 th December 2017
To:	REFERENCE: RFQ/UNDP/EU-PBDE/073/ 16151/2017 - Provision of ICT
Interested Bidders	Equipment (3 rd Re-Advertisement)

Dear Sir / Madam:

We kindly request you to submit your quotation for **Provision of ICT Equipment** 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 20th December 2017 at 16.00 (Jakarta Local Time) and via \square courier mail or \square e-mail to the address below:

United Nations Development Programme

Menara Thamrin Building, 8th Floor Jl. M.H. Thamrin, Kav. 3 Jakarta 10250, Indonesia Tel: 021- 29802300 ext 835

Attn: Procurement Unit bids.id@undp.org

And should be marked / titled: RFQ/UNDP/EU-PBDE/073/16151/2017 – Provision of ICT Equipment (3rd Re-Advertisement)

Quotations submitted by email must be limited to a maximum of 4MB per email and it should be virus-free. 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 abovementioned good/s:

Delivery Terms	☑DDP local delivery	
Customs clearance ¹ , if needed, shall be done by:	☑Supplier/Offeror	*
Exact Address/es of Delivery Location/s	Please refer to Annex 1	Term of Reference
UNDP Preferred Freight Forwarder, if any ²	N/A	
Distribution of shipping documents	N/A	
Latest Expected Delivery Date and Time	(PO) including installa	eeks from the issuance of the Purchase Order tions reds this, quote may be rejected by UNDP)
Delivery Schedule	☑Required	
Packing Requirements	Yes to ensure that all and that they are all a	goods are packed based on the delivery place rrived safely.
Mode of Transport	□ AIR	□LAND
	□SEA	☑OTHER based on quotation from bidders which should meet the delivery time
Preferred Currency of Quotation ³	☑IDR	
Value Added Tax on Price Quotation ⁴	☑ Must be exclusive of	of VAT and other applicable indirect taxes
After-sales services required	☑ Based on ANNEX 2	
Bidder Conference	N/A	
Deadline for the Submission of Quotation	20 th December 2017 a	at 16.00 (Jakarta Local Time)
All documentations, including catalogs, instructions and	☑ English	

¹ Must be linked to INCO Terms chosen.

²Depends 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 Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of

³ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

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

operating manuals, shall be	40
in this language	
Documents to be submitted ⁵	☑ Duly Accomplished Form as provided in Annex 2, and in
	accordance with the list of requirements in Annex 1;
	☑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	☑ 60 days
starting the Submission Date	
	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	☑ Not Permitted
Payment Terms ⁶	☑ 100% upon complete delivery and inspection of goods
Liquidated Damages	If the Supplier fails to supply the specified goods/services within the
	time period(s) stipulated by the purchase order, the UNDP shall,
	without prejudice to its other remedies under the contract, deduct
	from the Purchase Order price, as liquidated damages, a sum
	equivalent to 2 (two) percent of the delivered price of the delayed
,	goods/services for each week of delay until actual delivery, up to a
	maximum deduction of 10 percent of the delayed goods/services
	Purchase Order price. Once the maximum is reached, the UNDP may
	consider termination of the Purchase Order
Evaluation Criteria	☑ Technical responsiveness/Full compliance to requirements and lowest price ⁷
	Comprehensiveness of after-sales services
	✓ Full acceptance of the PO/Contract General Terms and Conditions
UNDP will award to	☑ One and only one Supplier
Type of Contract to be Signed	☑ Purchase Order
Special conditions of Contract	☑ Cancellation of PO/Contract if the delivery/completion is delayed
Special conditions of contract	by one week or refer to the Liquidated Damages whichever comes
	first
Conditions for Release of	
Payment	, ,
rayment	☑ Passing all Testing which will be checked against the Technical

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

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

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

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

	Specification – Annex 1
	☑ Written Acceptance of Goods based on full compliance with RFQ requirements
Annexes to this RFQ ⁸	☑ Specifications of the Goods 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) shall be grounds for disqualification from this procurement
	process.
Contact Person for Inquiries	Regarding the tender in overall:
	Teguh Budi Santoso and Yusef Saiful Millah UNDP Procurement Unit
	Email: <u>teguh.santoso@undp.org</u> and yusef.millah@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.

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 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 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,

John Benjamin

Procurement Specialist

13th December 2017

Annex 1

SPECIFICATION / REQUIREMENTS RFQ/UNDP/EU-PBDE/073/ 16151/2017 – Provision of ICT Equipment (3rd Re-Advertisement)







TERM OF REFERENCE

A. BACKGROUND

Technology and information are two things that cannot be separated at this time. It is evident that one needs sophisticated technology to obtain information quickly. The current condition forces institutions and organizations to use computer-based technology. With the technology an organization/institution will increase their performance.

To ensure that one institution use the right technology, it is important that the institution choose the perfect software and hardware. Related to PBDE project, the hardware used to support the activities must comply with the minimum requirement. PBDE is working on the information system to detect the distribution of PBDE. This effort involves BPPI and some laboratories under BPPI (Badan Penelitian dan Pengembangan Industri - Agency for Industrial Research and Development). Some of the laboratories under BPPI are BBKK, BBPK, BBTPPI, BBKKP, and B4T. Other than those institutions there is another laboratory, BP Batam, that is involved in this effort of system integration.

Knowing that those laboratories are located in separate areas, it necessary for PBDE project to develop an integrated system which connects all those laboratories. The scheme that will be used for this system is one centered server which serves the units in those laboratories. Connected with the internet, it is important for the system to be secure and protected from hackers and virus.

To ensure the excellent performance, it is compulsary to have similar minimum specification in each location. In this way, the performance effectiveness in location is guaranteed. For this development of PBDE processing and testing information system, there should some steps to follow:

- 1. The phase of database system designing. This phase requires equipment and tools which will be used for the programming process.
- 2. Installation phase. In this phase there will be a process of hardware and software installation in each location.

With the minimun specifications it is hoped that the development process and the use of information system will run effectively. There should be time schedule for procurement that must be met in accordance with plan.

B. OUTPUT

Two procurement packages to support the development of data management information system of PBDEs.

C. SCOPE OF WORK

- 1. Package 1 is the procurement of equipment for the process of developing aplication.
- 2. Package 2 is the procurement and installation of equipment in six locations and at BPPI.







D. LOCATION

 The equipment will be handed over in several locations: Jakarta, city of Bandung, Bandung Regency, Yogyakarta, Batam, and Semarang. The handing over process in these areas should be done in order to facilitate the installation process and to prevent the equipment damage.

E. METHOD

- 1. The equipment specification is determined by the technical team of BPPI with UNDP.
- 2. The procurement activities are conducted by UNDP based on the agreed specification.

F. TIME

- 1. Procurement for equipment to support the development of information system (Marc 2018)
- 2. Procurement for information system implementation (March 2018)

ATTACHMENT







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Attach

No	Equipment	Specification	Qû	Location for installation
在 成 成 成 成 成 成 成 成 成 成 成 成 成		APPLE MacBook Air or its equivalent		
		Notebook (OS X operating system)		
		Intel Core i5, 1.6GHz dual-core Intel Core i5 (Turbo Boost up to 2.7GHz) with 3MB shared L3	,	
		cache	٠ - بن <u>د</u>	ВРРІ
		RAM 8GB DDR3; VGA Intel HD Graphics 6000; screen: 13.3 Inch; HUD 128 GB Flash Storage	1	
		Wireless Network Protocol; Wireless Bluetooth; USB 3 ports; Thunderbolt 2 port; MagSaTe 2		
		power port; 3.5 mm headphone jack		
		Microsoft Office Home and Business 2016, Kaspersky Internet Security (/user/year)		A. Carlo
		HP Business Notebook 240 G6 or its equivalent		
		Notebook (OS Microsoft Windows 10 Pro). Intel Core i3, Intel® Core™ i3-6006U Processor		
		(2.00 GHz. 3M Cache). RAM 16 GB DDR4; Intel HD Graphics; screen: 14 Inch (Resolution 1366	<u></u>	
	•	x 768); 500 GB HDD; DVD±RW 10/100 Mbps Wireless Network; Wireless Bluetooth; Standard	, <u>†</u>	ВРРІ
	Note Book	Keyboard; Touchpad	; ; ;	
		2USB 3.1; 1USB 2.0; 1VGA; 1HDMI Microsoft Office Professional 2016. Kaspersky Internet		
		Security (user/year)		
		HP Spectre x360 13-4125TU or its equivalent		
<u> </u>		Notebook (OS Microsoft Windows 10 Pro)		
		Intel Core i7, Intel® Core™ i7-6500U Processor (2.5 GHz, 4M Cache) up to 3.10 GHz		
		RAM 16 GB DDR3L; Intel® HD Graphics; screen: 13.3 Inch		
		Resolution (1920 x 1080); Screen Type (LED Backlit & Touchscreen); HDD 512 GB SSD	unit	ldd8
		Wireless Network Protocol; Wireless Bluetooth; Bluetooth® 4.0		
		Standard Keyboard; Touchpad; 3 USB 3.0; 1 Mini Display Port; 1 HDMI; 1		
		headphone/microphone combo Microsoft Office Professional 2016, Kaspersky Internet		
		Security (user/year)		







Oty Location for installation	7 BPPI s for	12 BPPI units	3 BPPI units	-bit 6 BBTK - Jakarta -bit 6 Regency -bit 8 B4T - Bandung units BBTPPI - Semarang BBKKP - Yogjakarta BP Batam - Batam
Specification	HUAWEI Mifi [E5577] Unlock or its equivalent LTE FDD/LTE TDD/UMTS/HSUPA/HSPA+GSM/GPRS/EDGE Speed of data (LTE FDD 150Mbps; LTE TDD 112Mbps) Display: 1.45° TFT LCD; Battery: 1500mAh; Maximum working time: 6 hours; Maximum standby time: 300 hours while Wi-Fi is off; 2 External (TS9) MIMO antenna connectors for optional antennas; Wi-Fi Connection Number: Up to 10 simultaneous users/devices	SanDisk m3.0 Ultra Dual USB Drive OTG or its equivalent Ultra Dual USB Drive OTG [64 GB/USB 3.0]	HP 200 Wifi Portable Printer or its equivalent Size of paper: A4; A5; A6; B5 (ISO) Connection Type: Wi-Fi network support Printer Type: Inkjet; Tipe Tinta Printing Speed B/W: On AC: Up to 10 ppm, On Battery: Up to 9 ppm Printing Speed: On AC: Up to 7 ppm, on Battery: Up to 6 ppm: Compatible Operating Systems: Windows 10, 8, 1, 8, 7: 32-bit or 64-bit	BROTHER Mobile Color Document Scanner [DS-620] or its equivalent Type: Monochrome & Color; Resolution: Up to 1200 x 1200 dpi Speed: Up to 8 pages/minute; Bit Depth: 24-bit color, 8-bit (256 levels) gray scale, 1-bit monochrome Document Size: 8.5" (W) x 32" (L) Interface: Hi-Speed USB 2.0; Operating System: Windows®, Mac® OS X, Linux® Power Consumption: 1.0W Ready. 2.5W Scanning
Equipment	Modem	USB Flashdisk	Portable printer	Portable
2	2	m	4	5







EFFINES.

<u>8</u>	Equipment	Specification	ory	Location for installation
, o	PC Server	HP ProLiant DL380G9-774 or its equivalent Intel® Xeon® Processor E5-2630 v4 (2.20 GHz, 10 Cores, 25M Cache); Intel® C610 Series Chipset; 64GB (4 x 16GB RDIMMs); Integrated Matrox G200eH 16MB; HP Smart Array P440ar/2GB; 2 x 1.2TB SAS 10K Rpm 2.5 Inch SFF (configured as RAID 1); Eight HP proprietary hot-plug drive bays (SFF); Integrated Four Server Gigabit Ethernet 100/1000; 4 Hot Plug Fans, Redundant; 2U Rackmount Chassis; 500W Hot Plug; 3 Year Parts, 3 Year Labour, 3 Year Onsite Warranty	н	BPPI - Jakarta
		HP ProLiant DL180G9-832 or its equivalent Dual CPU Rack Server; Intel® Xeon® Processor E5-2620 v4 (8 Cores, 2.10 GHz, 20M Cache); 4 x 8GB RDIMM DDR4 PC4-19200; Matrox G200eh; HP B140i (RAID); 2 x 1.2TB SAS 10K Rpm 2.5 Inch SFF (configure as RAID 1); HP Embedded Dual Port 361i Adapter; 900W; ILO 4 (Upgradeable Non-Dedicated Port) (No Licence) / No OneView or Insight Control; 3 Year Parts, 3 Year Labour, 3 Year Onsite Warranty	↔	BBPK – Bandung Regency
7	Rack Server	Fitur : Acrylic Front Door, Back Metal Door; Model : Wallmount Rack; Dimensi Produk : 600 x 615 x 600mm (W x H x D); Lain-lain : 1 Unit Single Fan for Wallmount, 20 Unit Cage Nut + M6 Screw, 1 Unit Vertical Power Distributor Panel 6 Outlets, 1 Set Dynabolt	~ ~	BPPI - Jakarta BBPK - Bandung Regency
		APC SMC1000I-2U or its equivalent Rack mount 2U; Power output: 1000VA / 600W; Nominal Input Voltage: 230V; Input Frequency: 50/60 Hz +/- 3 Hz (auto sensing); Input Connections: IEC-320 C14; Input voltage	H	BPPi - Jakarta
∞	UPS	range for main operations: 180 - 287V; Voltage out: 230V; Time Half load: 16 minutes; Time Full Load: 6 minutes; Battery Type: Maintenance-free sealed Lead-Acid battery with suspended electrolyte: leak proof; Typical recharge time: 3 hour(s); Battery: APCRBC124; RBC™ Quantity: 1	⊣	BBPK - Bandung Regency







9 Firewall 10 PC Desktop 11 HDD External	JUNIPER Firewall Service Gateway [SRX110H-VB] or its equivalent (with latest firmware and stable update)		Histaliación
	Network Connection: Connector Type: RJ-45, 4 pin USB Type A; Interface: Ethernet 10Base-	н	BPPI - Jakarta
	I/100Base-1X, USB; 1-port VDSLZ/ADSLZ+ Over ISDN BNI Encryption: 256-bit AES, DES, DH, IKE, MD5, PKI, SHA-1, Triple DES Standards Protocol: Data Link Protocol: Ethernet, Fast Ethernet; Network Transport Protocol: DHCP, FTP, IMAP, IPSec, POP3, PPPOE, SMTP; Routing Protocol: BGP, ECMP, IGMP, IGMPv2, IGMPv3, OSPF, PIM-SM, PIM-SSM, Policy-based routing (PBR), RIP-1, RIP-	Н	BBPK - Bandung Regency
·		7	BBKK - Jakarta
	HP All-in-One 20-c013d or its equivalent Desktop PC; Intel® Core i5 up to 2.48 GHz; 8 GB DDR3L; 2 SODIMM; Intel HD Graphics; Audio	2	BBPK - Bandung Regency
	Codec: Realtek ALC3252; 500 GB HDD; DVD-RW; 10 / 100 / 1000 Mbps Wired Keyboard;	2	B4T - Bandung
	Wired Mouse; 3 in 1 Media Reader; 2 USB 3.0; 2 USB 2.0; LAN (Ethernet); HDMI; Headphone	7	BBTPPI - Semarang
	/ Microphone Jack; Microsoft Windows 10 Pro; Display 19.45 Inch; HP WLAN 602.11 D/g/III	2	BBKKP - Yogjakarta
		2	BP Batam - Batam
		H	BPPI - Jakarta
	WD My Passport Wireless Pro Portable Hard Disk External or its equivalent [4 TB/ WiFi AC/ SD/ USB 3.0]	Н	BBPK - Bandung Regency
12 HDD External	WD My Passport Wireless 1TB Hard Disk External 2.5 inch Wireless-N with MIMO; SD card slot; USB 3.0	9	BPPI - Jakarta
├─	HP Officeiet Pro 8710 All-in-One or its equivalent		BPPI - Jakarta
13 Printer	Multifunction; InkJet; A4; 1200 x 1200 rendered dpi; Print B/W 9 sec/page; Print Warna 10	н	BBKK - Jakarta







No	Equipment	Specification	QTV	Location for installation
######################################		sec/page; 1x USB 2.0; 1x Host USB; 1x Ethernet; 1x Wireless 802.11b/g/n; 2x RJ-11 modem	1	BBPK - Bandung
•		ports		Regency
			Н	B4T - Bandung
			1	BBTPPI - Semarang
			Т	BBKKP - Yogjakarta
			1	BP Batam - Batam
			1	BPPI - Jakarta
			1	BBKK - Jakarta
			٠	BBPK - Bandung
		CISCO Wireless-N Access Point IWAP121-E-K9-G5] or its equivalent (latest firmware and	7	Regency
14	Access Point	stable undate)	H	B4T - Bandung
			1	BBTPPI - Semarang
			1	BBKKP - Yogjakarta
			1	BP Batam - Batam
		Jakarta (BPPI) :	~	BDDI - lakarta
		1. Server installation	┥	חודו - שמת נמ
		a. Install OS Centos 7	,	-
	Installation	b. Install Apache, PHP, dan MySQL Server	Н	BBKK - Jakarta
15	service	c. Install firewall	,	BBPK - Bandung
			7	Regency
		e. Connected to all six locations through connection	1	B4T - Bandung
		2. Mounting Rack for Server and UPS	П	BBTPPI - Semarang







No Equipment	Specification	Qty	Location for installation	
	3. Firewall (juniper) installation	Н	BBKKP - Yogjakarta	
	Jakarta (BBKK):			
	2. Desktop installation			
	a. Windows 10 Professional			
	c. Kaspersky Internet Security			
	Bandung) throug			
16		Н	BP Batam - Batam	
	Batam:			
	1. access point installation			
	2. Desktop installation			
	a. Windows 10 Professional			
	b. Microsoft Office 2016 Professional			
	c. Kapersky			
	 Desktop should be connected to main server at BPPI (Jakarta and bandung) through VPN connection 			
	Ò			







			Location for
8	Equipment	Specification	installation
		Bandung (BBPK):	
		1. Server installation	
		a. Install OS Centos 7	
		b. Install Apache, PHP, dan MySQL Server	
		c. Install firewall	
		d. Install networking	
		2. Mounting Rack for Server and UPS	
		3. Firewall (juniper) installation	
		4. access point installation	
		Bandung (B4T):	
		1. access point installation	
		2. Desktop installation	
		a. Windows 10 Professional	
		b. Microsoft Office 2016 Professional	
		c. Kapersky Internet Security	
		3. Desktop should be connected to main server at BPPI (Jakarta and Bandung)	
		through VPN connection	
		Semarang:	
		1. access point installation	
		2. Desktop installation	
		a. Windows 10 Professional	
		b. Microsoft Office 2016 Professional	







No Equipment	c. Kapersky	Specification rsky Internet Security	ζ Δ		
	2	rsky Internet Security		Installation	
		uld be connected to main server at BPPI (Jakarta and Bandung) connection			
	Yogyakarta: 1. access point installation 2. Desktop installation a. Windows 10 Prof	ess point installation ktop installation a. Windows 10 Professional			
	b. Microsoft Office 2c. Kapersky Internet3. Desktop should be connettongh VPN connection	 b. Microsoft Office 2016 Professional c. Kapersky Internet Security ktop should be connected to main server at BPPI (Jakarta and Bandung) bugh VPN connection 			
	N server in Jakarta (BP	VPN server in Jakarta (BPPI) and 6 locations, with the following specification :	1	BPPI - Jakarta	т
<u> </u>	Server BPPI : - Registration and installation	installation	1	BBKK - Jakarta	
VDM (Motropot	Bandwidth DedicLink Fiber Optic	Bandwidth Dedicated IIX 15 Mbps Link Fiber Optic	П	BBPK - Bandung Regency	
	Corportion (6 locations)	· (Suc)	1	B4T - Bandung	
2	Registration and Installation	Installation	7	BBTPPI - Semarang	
	 Bandwidth Dedic Link Fiber Optic 	Bandwidth Dedicated IIX 3 Mbps Link Fiber Optic	1	BBKKP - Yogjakarta	
			1	BP Batam - Batam	













Attachment 2. Addresses

1	Jakarta (BPPI)	Address: Jl. Jend. Gatot Subroto Kav. 52-53, Lt. 19 Jakarta Selatan, Jakarta Selatan - 12950 Telp. (021) 5251132, 5255509 Pes. 2700 Fax. (021) 5214326	Jakarta	
2	Balai Besar Kimia dan Kemasa (BBKK)	Address: Jl. Balai Kimia No 1, Pekayon, Pasar Rebo Jakarta Timur 13069	Jakarta	
3	Badan Pengusahaan Batam (BP Batam)	Address: Jalan Jenderal Sudirman No. 1, Batam Centre, Pulau Batam 29400 Telepon (0778) 462047, 462048	Batam	
4	Balai Besar Pulp dan Kertas (BBPK)	Address: Jl. Raya Dayeuhkolot No. 132 Kode Pos 40258 Bandung Phone Number: +62 22 520 2980 Fax Number: +62 22 520 2871	Bandung Regency	
5	Balai Besar Bahan dan Barang Teknis (B4T)	Address: Jl. Sangkuriang No. 14 Bandung 40135 Telp. +62 22 2504088, +62 22 2504828, +62 22 2510682 Fax: +62 22 2502027	Bandung	
6	Balai Besar Teknologi Pencegahan Pencemaran Industri (BBTPPI)	Address: Jl. Ki Mangunsarkoro No. 6, Semarang Telp. 024 - 8316315, 8450651		
7	Balai Besar Kulit Karet dan Plastik (BBKKP)	Address: Jl. Sokonandi No. 9 Yogyakarta Indonesia 55166 Telp. +62 274 512929, 563939 Fax. +62 274 563655	Yogyakarta	

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RFQ/UNDP/EU-PBDE/073/ 16151/2017 – Provision of ICT Equipment (3rd Re-Advertisement) Annex 2

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 No. RFQ/UNDP/EU-PBDE/073/ 16151/2017 - Provision of ICT Equipment (3rd Re-Advertisement)

TABLE 1: Offer to Supply Goods Compliant with Technical Specifications and Requirements as specified in ANNEX 1

No. of the last of				IInit Drice	Total Drice	Delivery	Location for
° N	Equipment	Specification	Qty	(IDR)	(IDR)	Date	Delivery & Installation
н .	Note Book	APPLE MacBook Air or its equivalent Notebook (OS X operating system) Intel Core i5, 1.6GHz dual-core Intel Core i5 (Turbo Boost up to 2.7GHz) with 3MB shared L3 cache RAM 8GB DDR3; VGA Intel HD Graphics 6000; screen: 13.3 Inch; HDD 128/GB Flash Storage Wireless Network Protocol; Wireless Bluetooth; USB 3 ports; Thunderbolt 2 port; MagSafe 2 power port; 3.5 mm headphone jack Microsoft Office Home and Business 2016, Kaspersky Internet Security (/user/year)	1 unit				BPPI - Jakarta
		HP Business Notebook 240 G6 or its equivalent Notebook (OS Microsoft Windows 10 Pro). Intel Core i3, Intel® Core™ i3-6006U Processor (2.00 GHz, 3M Cache).RAM 16 GB DDR4; Intel HD Graphics; screen: 14 Inch (Resolution 1366 × 768); 500 GB HDD; DVD±RW 10/100	5 unit				BPPI - Jakarta

				Ilnit Drice	Total Drice	Delivery	location for
N _o	Equipment	Specification	Qty	(IDR)	(IDR)	Date	Delivery &
		Mbps Wireless Network; Wireless Bluetooth; Standard Keyboard; Touchpad 2USB 3.1: 1USB 2.0: 1VGA; 1HDMI Microsoft					
		Office Professional 2016, Kaspersky Internet Security (user/year)					
		HP Spectre x360 13-4125TU or its equivalent Notebook (OS Microsoft Windows 10 Pro)					
		Intel Core i7, Intel® Core™ i7-6500U Processor (2.5 GHz, 4M Cache) up to 3.10 GHz					
		13.3 Inch Resolution (1920 × 1080); Screen Type (LED	Н ;				BPPI - Jakarta
		Backlit & Touchscreen); HDD 512 GB SSD Wireless Network Protocol; Wireless Bluetooth;	unit				
		Bluetooth® 4.0 Standard Keyboard; Touchpad; 3 USB 3.0; 1 Mini					
		Display Port; 1 HDMI; 1 headphone/microphone					
		combo Microsoft Office Professional 2016, V Kaspersky Internet Security (user/year)					
		HUAWEI Mifi [E5577] Unlock or its equivalent					
		LTE FDD/LTE TDD/UMTS/HSUPA/HSPA+GSM/GPRS/EDGE					
		Speed of data (LTE FDD 150Mbps; LTE TDD					
2	Modem	Display: 1.45` TFT LCD; Battery: 1500mAh;	7 units				BPPI - Jakarta
		Maximum working time: 6 nours; Maximum standby time: 300 hours while Wi-Fi is off; 2				\$1	
		External (TS9) MIMO antenna connectors for					1
		optional antennas; Wi-Fi Connection Number: Up to 10 simultaneous users/devices					

S S	Equipment	Specification	Qty	Unit Price (IDR)	Total Price (IDR)	Delivery Date	Location for Delivery & Installation
ю	USB Flashdisk	SanDisk m3.0 Ultra Dual USB Drive OTG or its equivalent Ultra Dual USB Drive OTG [64 GB/USB 3.0]	12 units		e e		BPPI - Jakarta
4	Portable printer	HP 200 Wifi Portable Printer or its equivalent Size of paper: A4; A5; A6; B5 (ISO) Connection Type: Wi-Fi network support Printer Type: Inkjet; Tipe Tinta Printing Speed B/W: On AC: Up to 10 ppm, On Battery: Up to 9 ppm Printing Speed: On AC: Up to 7 ppm, on Battery: Up to 6 ppm: Compatible Operating Systems: Windows 10, 8.1, 8, 7: 32-bit or 64-bit	3 units				BPPI - Jakarta
Ŋ	Portable scanner	BROTHER Mobile Color Document Scanner [DS-620] or its equivalent Type: Monochrome & Color; Resolution: Up to 1200 x 1200 dpi Speed: Up to 8 pages/minute; Bit Depth: 24-bit color, 8-bit (256 levels) gray scale, 1-bit monochrome Document Size: 8.5" (W) x 32" (L) Interface: Hi-Speed USB 2.0; Operating System: Windows*, Mac* OS X, Linux* Power Consumption: 1.0W Ready, 2.5W Scanning	6 units	×			BBKK - Jakarta BBPK - Bandung Regency B4T - Bandung BBTPPI - Semarang BBKKP - Yogjakarta BP Batam -
6.	PC Server	HP ProLiant DL380G9-774 or its equivalent Intel® Xeon® Processor E5-2630 v4 (2.20 GHz, 10 Cores, 25M Cache); Intel® C610 Series Chipset; 64GB (4 x 16GB RDIMMs); Integrated Matrox	Н			<u></u>	BPPI - Jakarta

			į	Unit Price	Total Price	Delivery	Location for
2	Equipment	Specification	CTZ CTZ	(IIDK)	(IIUK)	Dale	Installation
		G200eH 16MB; HP Smart Array P440ar/2GB; 2 x 1.2TB SAS 10K Rpm 2.5 Inch SFF (configured as RAID 1); Eight HP proprietary hot-plug drive bays (SFF); Integrated Four Server Gigabit Ethernet 100/1000; 4 Hot Plug Fans, Redundant; 2U Rackmount Chassis; 500W Hot Plug; 3 Year Parts, 3 Year I abour. 3 Year Onsite Warranty					
		HP ProLiant DL180G9-832 or its equivalent Dual CPU Rack Server; Intel® Xeon® Processor E5-2620 v4 (8 Cores, 2.10 GHz, 20M Cache); 4 x 8GB RDIMM DDR4 PC4-19200; Matrox G200eh; HP B140i (RAID); 2 x 1.2TB SAS 10K Rpm 2.5 Inch SFF (configure as RAID 1); HP Embedded Dual Port 361i Adapter; 900W; iLO 4 (Upgradeable Non-Dedicated Port) (No Licence) / No OneView or Insight Control; 3 Year Parts, 3 Year Labour, 3	1			8	BBPK – Bandung Regency
		Fitur: Acrylic Front Door, Back Metal Door;	1				BPPI - Jakarta
7	Rack Server	Model: Wallmount Rack; Dimensi Produk: 600 x 615 x 600mm (W x H x D); Lain-lain: 1 Unit Single Fan for Wallmount, 20 Unit Cage Nut + M6 Screw, 1 Unit Vertical-Power Distributor Panel 6 Outlets, 1 Set Dynabolt	Н				BBPK - Bandung Regency
∞	UPS	APC SMC1000I-2U or its equivalent Rack mount 2U; Power output: 1000VA / 600W; Nominal Input Voltage: 230V; Input Frequency: 50/60 Hz +/- 3 Hz (auto sensing); Input Connections: IEC-320 C14; Input voltage range for main operations: 180 - 287V; Voltage out: 230V; Time Half load: 16 minutes; Time Full Load: 6 minutes; Battery Type: Maintenance-	н н				BPPI - Jakarta BBPK - Bandung Regency

Specification
free sealed Lead-Acid battery with suspended electrolyte: leak proof; Typical recharge time: 3 hour(s); Battery: APCRBC124; RBC™ Quantity: 1
JUNIPER Firewall Service Gateway [SRX110H-VB] or its equivalent (with latest firmware and stable update)
Network Connection : Connector Type: RJ-45, 4 pin USB Type A; Interface: Ethernet 10Base-
1-port VDSL2/ADSL2+ over
Encryption: 256-bit AES, DES, DH, IKE, MD5, PKI SHA-1 Triple DES
: Data Link Protocol: Ethernet
, Fast Ethernet; Network Transport Protocol:
Routing Protocol: BGP, ECMP, IGMP, IGMP2,
IGMPv3, OSPF, PIM-SM, PIM-SSM, Policy-
i, RIP-1, RIP-2
HP All-in-One 20-c013d or its equivalent
Desktop PC; Intel® Core i5 up to 2.48 GHz; 8 GB
DDR3L; 2 SODIMM; Intel HD Graphics; Audio
Codec: Realtek ALC3252; 500 GB HDD; DVD-RW;
10 / 100 / 1000 Mbps Wired Keyboard; Wired
Mouse; 3 in 1 Media Reader; 2 USB 3.0; 2 USB
2.0; LAN (Ethernet); HUMII; Headphone
Wilcrophone Jack; Milcrosoft Windows LO FIO,
HP WLAN 802.11 b/g/n
IVIICTOSOT UTICE Protessional 2016, Kaspersky

No Ec 11 HDD 12 HDD 12 HDD 12 HDD 12 HDD 13 HDD 14 HDD 15	Equipment	Specification		i	(401)	(aui)	Date	Delivery &
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								Installation
								Batam
				Н				BPPI - Jakarta
		WD My Passport Wireless Pro Portable Hard	able Hard					BBPK -
	HDD External	Disk External or its equivalent		Н				Bandung
		[4 B/ WIFLAC/ SD/ USB S.U]						Regency
		WD My Passport Wireless 1TB or its equivalent	s equivalent					
	HDD External	Hard Disk External 2.5 inch Wireless-N with MIMO; SD card slot; USB 3.0	USB 3.0	9				BPPI - Jakarta
				П				BPPI - Jakarta
				,				BBKK -
				-1				Jakarta
Ç								BBPK -
		HP Officejet Pro 8710 All-in-One or its	its	Н				Bandung
		equivalent)					Regency
		Multifunction; Inklet; A4; 1200 x 1200 rendered	00 rendered	,				B4T -
13 Printer	ıter	dpi; Print B/W 9 sec/page; Print Warna 10	rna 10	-1				Bandung
		sec/page; 1x USB 2.0; 1x Host USB; 1x Ethernet;	Lx Ethernet;	•			22	BBTPPI -
		1x Wireless 802.11b/g/n; 2x RJ-11 modem ports	nodem ports	4				Semarang
				,				BBKKP -
				-1				Yogjakarta
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		AND THE COURT OF T	07 11 70 70	4				Jakarta
	Ċ	CISCO WIREless-IN Access Point [WAPIZI-E-NS-	r zad ctablo					BBPK -
14 Acc	Access Point	(atest IIIII)	וב מווח אנמחוב	7				Bandung
		update)						Regency
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No No	Equipment	Specif	Specification	Qt/	(IDR)	(IDR)	Date	Delivery & Installation
				,				BBTPPI -
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				-1				Yogjakarta
				,				BP Batam -
				4				Batam
		Jakarta (BPPI):						1
		1. Server installation	7 L2	H				BPPI - Jakarta
		a. Install Os Centus 7		,				BBKK -
		c Install firewall	2	- -				Jakarta
		d Install networking	2					BBPK -
		e. Connected to all	e. Connected to all six locations through	2				Bandung
		connection						Regency
			•	,				B4T -
			Mounting Rack for Server and UPS	T				Bandung
		3. Firewall (juniper) installation	r) installation	,				BBTPPI -
	Installation	ei.	VPN Connection site to site with BBPK	-1				Semarang
15	service			7				BBKKP -
		Bandung		Т				Yogjakarta
		b. 5 sites connecte	b. 5 sites connected through Junos VPN					
		Client						
		4. access point installation	tallation					
			Laptop installation (Windows dan Office)	,				BP Batam -
		Jakarta (BBKK):		4		ū		Batam
		1. access point installation	tallation 🗸					
	-	Desktop installationWindows 10 Professional	rtion ofessional					
		55						

					I Init Drice	Total Drice	Delivery	Location for
Z	Fauinment		Specification	Qty	(IDR)	(IDR)	Date	Delivery &
2								Installation
		b. M c. Ka 3. De Server VPN co	b. Microsoft Office 2016 Professional c. Kaspersky Internet Security 3. Desktop should be connected to main Server at BPPI (Jakarta and Bandung) through VPN connection	J				
		Batam:						
		1. ac	access point installation U					
		a. b. M	a. Windows 10 Professionalb. Microsoft Office 2016 Professional					
		3. C. Ka	Kapersky Internet Security Desktop should be connected to main					
		VPN co	VPN connection					
		Bandung (BBPK):	(BBPK):			К		
		1. Se	Server installation					
		a. b. n	Install OS Centos 7 Install Apache, PHP, dan MySQL Server					
			Install firewall					
		o,	Install networking					
		3. F	Firewall (juniper) installation					
		a.	VPN Connection site to site with BPPI					
		Jakarta						
			sites connected through Junos VPN					
		Client	octallation space				2.7	
		563	iccess pollit liistaliation					

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É	1		Specification	Oto	(IDR)	(IDR)	Date	Delivery &
2	Equipment			ì				Installation
		5. De	Desktop installation			39		
		Bandung (B4T):	84T):					
		1. acc	access point installation					
			Desktop installation					
		a. Wi	Windows 10 Professional					
		b. Mi	Microsoft Office 2016 Professional					
		c. Kap	Kapersky Internet Security					
		3. De	Desktop should be connected to main					
		server at B	server at BPPI (Jakarta and Bandung) through					T.
		VPN connection	ection					
		Semarang:						
			access point installation					
		2. De	Desktop installation					
		ė,	Windows 10 Professional					
		p.	Microsoft Office 2016					
			Professional					
		ن	Kapersky Internet Security					
		3. De						
			server at BPPI (Jakarta and Bandung)					
			through VPN connection					
		Yogyakarta:						
		1. acc	access point installation					le le
		2. De	Desktop installation					
		a. Wi	a. Windows 10 Professional					
		b. Mi	b. Microsoft Office 2016 Professional					
		c. Ka	c. Kapersky Internet Security					
		3. De	Desktop should be connected to main		.59	(I		
			server at BPPI (Jakarta and Bandung)					
			CHIOUSH VPIN COMMECCION					

				Hait Drice	Total Drice	Delivery	Location for
			Č	(IDP)	(IDR)	Date	Delivery &
2	Equipment	Specification) S	(uni)	(MOII)	Care	Installation
				а			
			н				BPPI - Jakarta
		VPN server in Jakarta (BPPI) and 6 locations, with	,		×		BBKK -
		the following specification :	-1				Jakarta
		Server BPPI:					BBPK -
		- Registration and installation	H				Bandung
		- Bandwidth Dedicated IIX 15 Mbps					Regency
7	VPN/Metronet $arphi$	- Link Fiber Optic	,				B4T -
) H	connection	- P	-1				Bandung
		For each location (6 locations):					BBTPPI -
		- Registration and Installation	-1				Semarang
		- Bandwidth Dedicated IIX 3 Mbps	,				BBKKP -
		- Link Fiber Optic	-				Yogjakarta
							BP Batam -
			-				Batam
à.	Total Prices of Goods[1]	oods[1]					
	Add: Other Charges (pls. specify)	ges (pls. specify)					
	Total Final and Al	Total Final and All-Inclusive Price Quotation					

[1] Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

TABLE 2: Offer to Comply with Other Conditions and Related Requirements

		Your Responses	nses
Other Information pertaining to our Quotation are as follows :	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter
	3X 3X		proposal
Delivery Lead Time – 10 weeks Max (Including Installation), upon			
issuance of Purchase Order is mandatory			
Country/ies Of Origin			
Warranty and After-Sales Requirements:	8		
a) Immediately replace with supplier own cost for the new			
one if newly procured item is mal-functioning on test run			
b) Minimum one (1) year warranty on both parts and labor			
c) Service Unit to be provided when the purchase unit is			
under repair			
Validity of Quotation (60 days)			
All Provisions of the UNDP General Terms and Conditions			

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/Name of the company] [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 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.

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.