



REQUEST FOR QUOTATION (RFQ) (Goods)

Leasing IT Hardware INFRASTRUCTURE	RFQ/UNDP/KW/2018/01
	UNDP Kuwait

Dear Sir / Madam:

We kindly request you to submit your quotation for Leasing IT Hardware Infrastructure for period of 6 months inclusive of support and maintenance, as detailed in Annex 2 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 1.

Documents uploaded in the system as part of your quotation must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation is submitted on or before the deadline indicated by UNDP in the eTendering system . Bids must be submitted in the online eTendering system in the following link: <https://etendering.partneragencies.org> using your username and password. If you have not registered in the system before, you can register now by logging in using
username: event.guest
password: why2change
and follow the registration steps as specified in the system user guide.

Annex 1

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

Delivery Terms	<input checked="" type="checkbox"/> DDP <input checked="" type="checkbox"/> Other All charges and fees must be paid by the bidder. Bidder is required to deliver the items to the delivery location all charges paid.
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror
Exact Address/es of Delivery Location/s (identify all, if multiple)	Ministry of Interior Locations within the state of Kuwait. Main delivery address is MOI Information Technology Center Building in Dhajeej Area. Bidder is required to deliver the items which will be identified by project team and Traffic Department, which are MOI service centers locations (up to 70 locations). All locations are within State of Kuwait.
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	<input checked="" type="checkbox"/> 15 days from the issuance of the Purchase Order (PO)
Delivery Schedule	<input checked="" type="checkbox"/> Required, If delivery will be done in stages. All items must be delivered within 15 days after submission of PO.
After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of 6 months <input checked="" type="checkbox"/> Technical Support <input checked="" type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair <input checked="" type="checkbox"/> Others Support response time
Deadline for the Submission of Quotation	COB, Sunday, February 18, 2018 and 2:00 PM Kuwait Time
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Proposal Security	<input checked="" type="checkbox"/> Required Amount: USD 15,000 Form: Bank Guarantee Proposal Security must be valid until 90 days from the last day of Proposal submission. Proposal Security of unsuccessful Proposers shall be returned.
Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions : Percentage of contract price per day of delay : 5% Max. no. of days of delay : 15 After which UNDP may terminate the contract.

Performance Security	<input checked="" type="checkbox"/> Required Amount : 20% of total amount of Contract Form: Bank Guarantee Valid until 30 days after issuance of PO
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Quality Certificates (ISO, etc.); If available <input checked="" type="checkbox"/> Latest Business Registration Certificate ; minimum 3years of establishment is required. <input checked="" type="checkbox"/> Evidence of at least three similar projects in the past 3 years with minimum amount of \$150,000 and similar complexity <input checked="" type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); or Partnership/reseller agreement <input checked="" type="checkbox"/> Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer); <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> Monthly payment upon complete receipt of deliverables and submission of invoice
Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 5 days
Conditions for Release of Payment	<input checked="" type="checkbox"/> Passing Inspection of IT equipment delivered and certification by project team that all items are operational in suitable working condition <input checked="" type="checkbox"/> Complete Installation of the equipment including required software and ensuring that all is operational <input checked="" type="checkbox"/> Passing all Testing of operation of equipment

	<input checked="" type="checkbox"/> Completion of Training and Operation and Maintenance to the project team (including servers' and other equipment settings and configurations) <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements <input checked="" type="checkbox"/> Leasing fees are payable monthly for the total of 6 months upon receipt of the invoice and acceptance of UNDP project team and GDT on deliverables of the services and maintenance.
Contact Inquiries (Written inquiries only)	<i>UNDP Procurement</i> undp.procurement.ntts@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 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/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,


Shereen Alsaad
UNDP Operation Manager
February 4, 2018

Technical Specifications

This Request for Quotation is intended to solicit offers of lease of IT infrastructure requirements for a period of 6 months in order to host and operate, on a short-term basis, the testing and production environment for Kuwait's new Driving License Issuance System through the newly developed Electronic Driving License System (E-DL) Application. The services shall include:

- a). Provision of specified hardware (original and well-known international brand) for the testing and production environment of E-DL including delivery in agreed locations covering the 6 governorates of Kuwait
- b). Provision of installation, configuration and implementation services of hardware in all locations
- c). Provision of maintenance services including warranty to ensure continuity of business and services

The licenses required for backup solution and anti virus will be provided to the winning bidder.

EQUIPMENT FOR PRODUCTION ENVIRONMENT

Servers

Sr.	Description	Qty
1.	(Hypervisors Servers) as per below specification: <ul style="list-style-type: none"> - 4x Intel Xeon E7-4860 - 192GB RDIMM - 2 X 600GB SAS 10K RPM - Dual, Hot-plug, Redundant Power Supply - 2 X Rack Power Cord 2M (C13/C14 10A) - 2 X HBA Port 	6
2.	(Active Directory Server) as per below specification: <ul style="list-style-type: none"> - Intel Xeon E3-1270 v2 - 32GB RDIMM - 2 X 600GB SAS 10K RPM 	1
3.	(Backup Server) as per below specification: <ul style="list-style-type: none"> - 2x Intel Xeon E5-5677 - 32GB RDIMM - 2 X 146GB SAS 15K RPM - Dual, Hot-plug, Redundant Power Supply - 2 X HBA Port 	1
4.	Rack Cabinet as per below specification: <ul style="list-style-type: none"> - 42U 600mm x 1070mm Deep Enclosure - 2x Basic Rack PDU Zero U - (rack-mountable) 	1

Networking Solution

Sr.	Description	Qty
1.	Cisco Catalyst Network Switch – Type 1 as per below specification: <ul style="list-style-type: none">- Layer 3 rack mountable access switch.- 24 x Ports.- 1 RU form factor size.	2

EQUIPMENT FOR TESTING AND DEVELOPMENT ENVIRONMENT

Servers

Sr.	Description	Qty
1.	(Hypervisors Servers) as per below specification: <ul style="list-style-type: none">- 2x Intel Xeon E5-2640- 64GB RDIMM- 2 X 600GB SAS 10K RPM- Dual, Hot-plug, Redundant Power Supply- 2 X Rack Power Cord 2M (C13/C14 10A)- 2 X HBA Port	4

Solution for Stations

Sr.	Description	Qty
1.	User Stations –Machine as per below specification: <ul style="list-style-type: none">- Core i5-4570 Processor (Quad Core, 6MB Cache, 3.2GHz, w/HD Graphics 4600)- 4GB RAM- DVD-ROM- 2 x 500GB HDD	70
2.	Printing Stations – Dell OptiPlex 9020 as per below specification: <ul style="list-style-type: none">- Intel Core i7-4770 Processor- 8GB RAM- 500GB HDD- DVD-ROM	40

Management, Support and Maintenance Services

Sr.	Description	Qty
1.	Project Implementation Services as per below: <ul style="list-style-type: none">- The winning bidder should ensure the integrity, quality of all hardware items and compatibility with required specs and is responsible for installing and	LS

Sr.	Description	Qty
	<p>configuring the hardware in various MOI premises and locations defined by project team. All locations are within MOI premises in the state of Kuwait.</p> <ul style="list-style-type: none"> - The winning bidder should provide a detailed Implementation plan for each component of this RFQ - Monitor and profile the new infrastructure for 3 months from time of the system go-live, to assess the performance, identify bottlenecks, issues, and vulnerabilities, and take the necessary action to optimize the setup based on the monitoring results. - The winning bidder is expected to work closely with DL application team, MOI IT and GDT and other parties involved in implementation of DL solution - The bidder is responsible for business continuity Plan and Capacity Plan for MOI staff working on the new DL system when it comes to the hardware provided - The winning bidder is responsible for providing 6 months support for the infrastructure and all end user equipment for the current service centers and offices in which the equipment will be installed in the six governates of Kuwait - Preparing the equipment (OS installation and all other needed settings and configurations) to be ready for E-DL team to install the application. Bidder is also responsible for all servers, storage, PC and network configurations based on requirement of E-DL and MOI requirements in order for the E-DL system to be fully operational. 	


Bidder is responsible for installation of all software required. Below licenses should be provided by the successful bidder.

Sr.	Description	QTY
1	Windows Server DC 2016	152
2	System Center Datacenter Server management licenses	152
3	Windows Server STD 2016	16
4	System Center Standard Server management licenses	16
5	System Center Client Management Suite (Client & Kiosk machines)	157
6	SQL Server Ent Core	18
7	SQL Server STD	4
8	SharePoint Server Enterprise	4
9	Windows 10 Pro	107

Below licenses will be provided to the bidder and bidder is responsible for installation, configuration administration of the software.

10	Anti-Virus Agents For all Servers and Clients	175
11	Backup Solution	1

**Pls. attach delivery schedule, if relevant, and cluster by lot, if partial bids will be allowed. Specify delivery locations if goods multiple destinations.*

Shereen Alsaad 
UNDP Operations Manager
February 4, 2018

Financial Proposal forms

Please Fill Out table 2 and 3 as part of your financial proposal

TABLE 2 : EQUIPMENT FOR PRODUCTION ENVIRONMENT

Servers

Sr.	Description	Qty	Lease Price Per Item Per Month	Total Lease Price for All Quantities For 6 Month
5.	(Hypervisors Servers) as per below specification: <ul style="list-style-type: none"> - 4x Intel Xeon E7-4860 - 192GB RDIMM - 2 X 600GB SAS 10K RPM - Dual, Hot-plug, Redundant Power Supply - 2 X Rack Power Cord 2M (C13/C14 10A) - 2 X HBA Port 	6		
6.	(Active Directory Server) as per below specification: <ul style="list-style-type: none"> - Intel Xeon E3-1270 v2 - 32GB RDIMM - 2 X 600GB SAS 10K RPM 	1		
7.	(Backup Server) as per below specification: <ul style="list-style-type: none"> - 2x Intel Xeon E5-5677 - 32GB RDIMM - 2 X 146GB SAS 15K RPM - Dual, Hot-plug, Redundant Power Supply - 2 X HBA Port 	1		
8.	Rack Cabinet as per below specification: <ul style="list-style-type: none"> - 42U 600mm x 1070mm Deep Enclosure - 2x Basic Rack PDU Zero U - (rack-mountable) 	1		

Networking Solution

Sr.	Description	Qty	Lease Price Per Item Per Month	Total Lease Price for All Quantities For 6 Month
2.	Cisco Catalyst Network Switch – Type 1 as per below specification: <ul style="list-style-type: none"> - Layer 3 rack mountable access switch. - 24 x Ports. - 1 RU form factor size. 	2		

EQUIPMENT FOR TESTING AND DEVELOPMENT ENVIRONMENT

Servers

Sr.	Description	Qty	Lease Price Per Item Per Month	Total Lease Price for All Quantities For 6 Month
2.	(Hypervisors Servers) as per below specification: <ul style="list-style-type: none"> - 2x Intel Xeon E5-2640 - 64GB RDIMM - 2 X 600GB SAS 10K RPM - Dual, Hot-plug, Redundant Power Supply - 2 X Rack Power Cord 2M (C13/C14 10A) - 2 X HBA Port 	4		

Solution for Stations

Sr.	Description	Qty	Lease Price Per Item Per Month	Total Lease Price for All Quantities For 6 Month
3.	User Stations –Machine as per below specification: <ul style="list-style-type: none"> - Core i5-4570 Processor (Quad Core, 6MB Cache, 3.2GHz, w/HD Graphics 4600) - 4GB RAM - DVD-ROM - 2 x 500GB HDD 	70		
4.	Printing Stations – Dell OptiPlex 9020 as per below specification: <ul style="list-style-type: none"> - Intel Core i7-4770 Processor - 8GB RAM - 500GB HDD - DVD-ROM 	40		

Software Requirement

Sr.	Description	QTY	Lease Price Per Item Per Month	Total Lease Price for All Quantities For 6 Month
1	Windows Server DC 2016	152		
2	System Center Datacenter Server management licenses	152		
3	Windows Server STD 2016	16		
4	System Center Standard Server management licenses	16		

5	System Center Client Management Suite (Client & Kiosk machines)	157		
6	SQL Server Ent Core	18		
7	SQL Server STD	4		
8	SharePoint Server Enterprise	4		
9	Windows 10 Pro	107		

Management, Support and Maintenance Services

Sr.	Description	Qty	Lease Price Per Item Per Month	Total Lease Price for All Quantities For 6 Month
1.	Project Implementation Services as per below: <ul style="list-style-type: none"> - The bidder is responsible for installing and configuring the hardware in various MOI premises and locations defined by project team. All locations are in the state of Kuwait. - Service Centers Sites Visits should be conducted by the bidder - The vendor should provide a detailed Implementation plan for each component of this RFQ - Implement Systems Management System - Monitoring and profiling the new infrastructure for 3 months from time of the system go-live, to assess the performance, identify bottlenecks, issues, and vulnerabilities, and take the necessary action to optimize the setup based on the monitoring results. - The winning bidder should corporate with DL application team and other parties involved in implementation of DL solution - Business continuity Plan and Capacity Plan - 6 months support for the infrastructure and all end user equipment for the current service centers in which the equipment will be installed (Kuwait, Al-Ahmadi, ...) - Preparing the equipment (OS installation and all other needed settings and configurations) to be ready for E-DL team to install the application. Bidder is also responsible for all servers, storage, PC and network configurations based on 	LS		

Sr.	Description	Qty	Lease Price Per Item Per Month	Total Lease Price for All Quantities For 6 Month
	requirement of E-DL and MOI requirements for the E-DL system to be fully operational.			

Total amount of quotation

Total Price	
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TABLE 3 : Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time			
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance			
b) Minimum one 6 months warranty on both parts and labor			
c) Support Service to be Provided within 3 hours of reporting the problem			
d) Replacement if unit is beyond repair within 24 hours			
Validity of Quotation			
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]
[Date]

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

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

2. PAYMENT

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

3. TAX EXEMPTION

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

4. RISK OF LOSS

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

5. EXPORT LICENCES

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

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

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

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

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

- 9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- 9.2 Refuse to accept delivery of all or part of the goods.
- 9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

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

11. ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. CHILD LABOUR

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

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

15. MINES

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

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

16. SETTLEMENT OF DISPUTES

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

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

17. PRIVILEGES AND IMMUNITIES

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

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

19.0 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.