

REQUEST FOR QUOTATION (RFQ)
(Services)



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NAME & ADDRESS OF FIRM:	DATE: 24 July 2014 REFERENCE: RFQ/2014-CHTDF10 Internet Connectivity Rangamati, Khagrachari & Bandarban 2014
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Dear Sir / Madam:

We kindly request you to submit your quotation for the items as detailed in Annex 1 (Schedule of Requirements) of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex I.

Quotations may be submitted on or before **10th August, 2014; 12:00 midnight (local time)** to ebidbox-ctddf.bd@undp.org; **Attention: Procurement Section**

Email subject line should contain the RFQ reference" **RFQ/2014-CHTDF10**"

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.

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

Exact Address/es of Delivery Location/s (identify all, if multiple)	1. CHTDF –UNDP Office, Rajbari Road, Rangamati. 2. CHDF – UNDP Office, Milonpur, Khagrachari 3. CHTDF – UNDP Office, BHDC Rest House, Bandarban (items wise detail delivery schedule will be provided with the Purchase Order)		
Latest Expected Delivery Date and Time	<input type="checkbox"/> [indicate number] days from the issuance of the Purchase Order (PO) <input checked="" type="checkbox"/> Expected Commissioning in Rangamati on 01 Nov. 2014 and Bandarban & Khagrachari 01 October 2014		
Delivery Schedule	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required		
Packing Requirements	Standard Packing		
Mode of Transport	<input type="checkbox"/> AIR <input type="checkbox"/> SEA	<input checked="" type="checkbox"/> LAND <input type="checkbox"/> OTHER	
Preferred Currency of Quotation	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency : BDT (Taka)		
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes		
After-sales services required	<input type="checkbox"/> Warranty for minimum period <input type="checkbox"/> Technical Support <input type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair <input type="checkbox"/> Others		
Deadline for the Submission of Quotation	10th August 2014 Saturday; 12:00 mid night (local time)		

Handwritten signature
1

All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex I, and in accordance with the Annex II (1) and II (2); <input checked="" type="checkbox"/> Approval of certificates that you are authorized to do business (Latest Business Registration Certificate/Permission form respective government department) <input checked="" type="checkbox"/> Documentary evidence (PO, Contract) of supplying similar item(s) in the past along with a sample of the same <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; <input checked="" type="checkbox"/> Company profile with list of clients, with contact details (Organization's name, Person's name, email and phone number), for similar services. <input checked="" type="checkbox"/> Bank information (Bank name, branch, account name and number) and financial solvency certificate from Bank. <input type="checkbox"/> Proof of physical address for Company office – eg Lease agreement <input type="checkbox"/> Provide CVs of at least 3 key personnel that will be assigned to the project; <input type="checkbox"/> Confirmation that licenses of this nature have been obtained in the past and an expectation of obtaining all the necessary licenses should the quotation be selected; <input type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance;
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 60 days <input 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 <input type="checkbox"/> Partial bidding is permitted; But bidder has to quote for full quantities on any particular item. Partial quote on quantity for any item is not allowed.
Quality Criteria	<input type="checkbox"/> Bidders are requested to submit samples for all quoted Items. Specification and samples will be checked based on the sample checklist provided in Annex-1
Payment Terms	<input checked="" type="checkbox"/> Month wise payment will be made upon successful Service provided. <input type="checkbox"/> Others
Liquidated Damages	1% per day on the total value of delayed delivery. In case the delay is more than 1 month the PO will be cancelled.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input type="checkbox"/> Earliest Delivery / Shortest Lead Time <input type="checkbox"/> Conformity with the delivery schedule mentioned in Annex I <input type="checkbox"/> Quality of the sample of similar previous work
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier <input type="checkbox"/> One or more Supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type/s of Contract

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Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the service is poor/unsatisfactory <input type="checkbox"/> Poor quality/unacceptable service and failure to do necessary corrections/replacements as requested by CHTDF, UNDP will result in cancellation of the PO
Conditions for Release of Payment	Passing Inspection <input type="checkbox"/> Passing all Testing <input type="checkbox"/> Completion of Training on Operation and Maintenance <input checked="" type="checkbox"/> Written Acceptance of Service received based on full compliance with PO requirements after full delivery <input checked="" type="checkbox"/> Month wise payment will be made upon successful Service provided. <input type="checkbox"/> Others
Submission Procedures	<input checked="" type="checkbox"/> Quotations may be submitted on or before 10th August, 2014; 12:00 midnight (local time) to (ebidbox-ctddf.bd@undp.org); Attention: Procurement Section Email subject line should contain the RFQ reference "RFQ/2014-CHTDF10" <input checked="" type="checkbox"/> Quotation Submission Form is attached in Annex I <input type="checkbox"/> E-mail submission of quotations is NOT allowed
Eligibility Criteria	<input checked="" type="checkbox"/> A registered supplier of concerned authority. <input checked="" type="checkbox"/> Compliance with the required specification <input checked="" type="checkbox"/> Submission of all requested supporting documents
Award Criteria	<input checked="" type="checkbox"/> Contract will be awarded to the lowest offer which meets all criteria mentioned above or the offer which gives the best value for money to UNDP
Annexes to this RFQ	<input checked="" type="checkbox"/> Form for Submission of Quotation as Annex I <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions as Annex III <input type="checkbox"/> Bill of Quantity (BoQ) as Annex III <input type="checkbox"/> ToR as Annex IV) <input type="checkbox"/> Others Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Other Information	<input type="checkbox"/> A pre-bid meeting and site view will be held on ...N/A..... All interested Organizations/NGOs are requested to participate at the meeting. Maximum two (2) participants from each organization are allowed.
Contact Person for Inquiries (Written inquiries only)	protul.dewan@undp.org or saroar.jahan@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,



Kenae Ramodimoosi
Operations Manager

Annex I:

Quotation Submission Form

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. _____:

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

Sl. No	Short description	Unit (month)	Quantity	Unit Rate	Amount
1.	Internet Connection for Rangamati, Khagrachari and Bandarban CHTDF Office for 12 Months (as per annex II (1) and II (2) Rangamati Commissioning : 01 November 2014 Bandarban and Khagrachari Commissioning 01 October 2014	12			
2.	One Time cost (set up cost) for 3 offices	01			

In word Taka -

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

Other Information pertaining to our Quotation are as follows :	Your Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Technical responsiveness/Full compliance to requirements			
Full acceptance of the PO/Contract 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]



Annex-II

Technical Requirements/Specifications

Rangamati:

1. **Internet Bandwidth:** Dedicated 2Mb/2Mb with ITC backup
2. **Backbone:** E1 connectivity through Telecom operator (GP/Citycell/Banglalink). Need to submit the agreement between telecom operator and ISP. Connectivity from POP (ISP) not acceptable.
3. **Last Mile connection:** Through Radio
4. **Client List:** At least two customer name with contact details @ each location
5. **Latency:** Between ISP to client maximum 40ms.
6. **Load balance with failover:** Configure load balancing between existing ISP with new ISP using Load Balancer. Load Balancer must be provided (**Technical Specification Attached, Annex-II (1)**).
7. **Infrastructure Backup:** Last mile backup must be provide
8. **Licence required:** ISP and IIG
9. **Failover plan :** Detail description
10. **Technical support :** Detail description
11. **Power management :** Detail description of power management
12. **Connectivity diagram:** Details diagram
13. **Server and Network device:** a brief description of using network device brands for the ISP
14. **Setup/Configuration Process:** All setup and configurations must be done on presence and understanding of authorize person of UNDP CHTDF.

Bandarban and Khagrachari:

1. **Internet Bandwidth:** Dedicated 2Mb/2Mb with ITC backup
2. **Backbone:** E1 connectivity through Telecom operator (GP/Citycell/Banglalink). Need to submit the agreement between telecom operator and ISP. Connectivity from POP (ISP) not acceptable.
3. **Last Mile connection:** Through Radio/Fiber (Preferred is Radio)
4. **Client List:** At least two customer name with contact details @ each location
5. **Latency:** Between ISP to client maximum 40ms.
6. **Bandwidth Backup:** 25 % backup must be ensured In case of link breakdown. Router Board must be provided (**Technical Specification Attached, Annex-II (2)**)
7. **Infrastructure Backup:** Last mile backup must be provide.
8. **Experience:** minimum 10 years' experience in this related field.
9. **Licence required:** ISP and IIG
10. **Failover plan :** Detail description
11. **Technical support :** detail description
12. **Power management :** Detail description of power management
13. **Connectivity diagram:** Details diagram
14. **Setup/Configuration Process:** All setup and configurations must be done on presence and understanding of authorize person of UNDP CHTDF.
15. **Server and Network device:** a brief description of using network device brands for the ISP.

Office Address of Bandarban:

UNDP CHTDF
BHDC rest house
(In front of Superintendent of Police Residence)
Sher-e-Bangla Nagar,
Bandarban Sadar, Bandarban.
Contact Person: Ms. Masui Marma (01556361791)

Office Address of Khagrachari:

UNDP CHTDF
Plot # 82, Milonpur,
Post+Thana: Khagrachari Sadar, Khagrachari
Contact Person: Mr. U Ba Hay (01556592422)

Office Address of Rangamati:

UNDP CHTDF
Rajbari Road, Rangamati Sadar, Rangamati
Contact Person: Mr. Md Abdullah (01817291761)



Annex-II (1)**Technical Specification of Load Balancer**

Load Balancer	
Item	Load Balancer
Brand	Please Mention
Model	Please Mention
Country of origin	Please Mention
Assemble in	Please Mention
Hardware Specifications	Memory 2GB Compact Flash 4GB HDD 250GB or higher
Power	Input Voltage 100-240 VAC Consumption 99W Total Heat Dissipation (BTU) 338
Interfaces	Copper GbE Ports: 8; Configurable Internal/DMZ/WAN Ports: Yes; Console Ports (RJ45): 1; USB Ports: 2
Stateful Inspection Firewall	Layer 8 (User - Identity) Firewall; Multiple Security Zones; Access Control Criteria (ACC) - User-Identity, Source & Destination Zone, MAC and IP address, Service; UTM policies - IPS, Web Filtering, Application Filtering, Anti-Virus, Anti-Spam and Bandwidth Management; Layer 7 (Application) Control & Visibility; Access Scheduling; Policy based Source & Destination NAT; H.323, SIP NAT Traversal; 802.1q VLAN Support; DoS & DDoS Attack prevention; MAC & IP-MAC filtering and Spoof prevention
Bandwidth Management	Application and User Identity based Bandwidth Management; Guaranteed & Burstable bandwidth policy; Application & User Identity based Traffic Discovery; Multi-WAN bandwidth reporting; Category-based bandwidth restriction
Networking	Failover - Automated Failover/Failback, Multi-WAN failover, 3G Modem failover; WRR based load balancing; Policy routing based on Application and User; IP Address Assignment - Static, PPPoE, L2TP, PPTP & DDNS Client, Proxy ARP, DHCP server, DHCP relay; Support for HTTP Proxy; Dynamic Routing: RIP v1 & v2, OSPF, BGP, Multicast Forwarding; Parent Proxy support with FQDN.
Availability	Stateful failover; Alerts on appliance status change.
User Identity and Group Based Controls	Access time restriction; Time and Data Quota restriction; Schedule based Committed and Burstable Bandwidth; Schedule based P2P and IM Controls.
Wireless WAN	USB port 3G/4G and Wimax Support; Primary WAN link; WAN Backup link
Administration & System Management	Web-based configuration wizard; Role-based access control; Command Line Interface (Serial, SSH, Telnet).
Logging/Monitoring	Graphical real-time and historical monitoring; Log Viewer - Firewall, IPS, Web filter, Anti Virus, Anti Spam, Authentication, System and Admin Events
Certification	ICSA Firewall - Corporate; Check mark UTM Level 5 Certification; VPN - Basic and AES interoperability.
User Authentication	Internal database; Active Directory Integration; Automatic Windows Single Sign On; External Authentication - Users and Administrators; User/MAC Binding; Multiple Authentication servers
Web Application Firewall	Positive Protection model; Unique "Intuitive Website Flow Detector" technology; Protection against SQL Injections, Cross-site Scripting (xSS), Session Hijacking, URL Tampering, Cookie Poisoning; Support for HTTP 0.9/1.0/1.1; Extensive Logging & Reporting.
Product Brochure with technical specification	Bidder should provide product brochure with technical specification
On-site Warranty	Min 1 years

Annex-II (2)**Technical Specification of Router Board**

Router Board	
Item	Router Board
Brand	Please Mention
Model	Please Mention
Country of origin	Please Mention
Assemble in	Please Mention
CPU nominal frequency	400 MHz
Size of RAM	64 MB
10/100/1000 Ethernet ports	5
Wireless chip model	1
Wireless standards	802.11b/g/n
Number of USB ports	1
Power Jack	8-30V DC
PoE	8-30V DC on Ether1
Operating System	RouterOS
Operating temperature range	-20C...+50C
License level	L4
Antenna gain DBI	2x2 MIMO PIF antennas, max gain 2.5dBi; external MMCX option
CPU	Atheros AR7242
Max Power consumption	13W
On-site Warranty	Min 1 years





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Annex III:

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.

