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**REQUEST FOR QUOTATION (RFQ)
(Goods)**

To: Interested Bidders	DATE: 31 October 2014
	REFERENCE: RFQ/UNDP-REDD+/049/2014 – Provision of ICT Equipment

Dear Sir / Madam:

We kindly request you to submit your quotation for **Provision of IT Equipment**, as detailed in **Annex 1** of this RFQ. When preparing your quotation, please be guided by the form attached hereto as **Attachment 1**.

Quotations may be submitted on or before **Friday, 14th of November 2014 COB, Jakarta Time** and via ☒ *e-mail* to the address below:

United Nations Development Programme

Mayapada Tower 2, 14th Floor

Jl. Jend. Sudirman Kav. 27 - Jakarta

Telp : +62-21-34835414

Fax : +62-21-34835415

Email: dina.manullang@undp.org cc to yusef.millah@undp.org

Attn: Dina Manullang & Yusef Millah/Procurement Unit

And should be marked / titled:

RFQ/UNDP-REDD+/049/2014 – Provision of IT Equipment Hardware

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 [INCOTERMS 2010] (Pls. link this to price schedule)	<input type="checkbox"/> FCA local delivery <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input type="checkbox"/> DAP <input checked="" type="checkbox"/> DDP	
Customs clearance ¹ , if needed, shall be done by:	<input type="checkbox"/> UNDP <input checked="" type="checkbox"/> Supplier/Offeror <input type="checkbox"/> Freight Forwarder	
Exact Address/es of Delivery Location/s (identify all, if multiple)	Mr. Achmad Ganjar / Andreas Aditya Salim Kementrian Hukum dan HAM, Jakarta	
UNDP Preferred Freight Forwarder, if any	N/A	
Distribution of shipping documents (if using freight forwarder)	N/A	
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> maximum 2 (two) weeks from the issuance of the Purchase Order (PO) <input type="checkbox"/> As per Delivery Schedule attached [if delivery will be staggered] Time : N/A Time Zone of Reference : Jakarta Local Time	
Delivery Schedule	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required	
Packing Requirements	Yes to ensure that all goods are packed based on the delivery place and that they are all arrived safely.	
Mode of Transport	<input type="checkbox"/> AIR <input type="checkbox"/> SEA	<input type="checkbox"/> LAND <input checked="" type="checkbox"/> OTHER based on quotation from bidders which should meet the requested delivery time
Preferred Currency of Quotation ²	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> please select one USD or IDR	
Value Added Tax on Price Quotation ³	<input type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes	
After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period based on manufacture warranty period <input type="checkbox"/> Technical Support <input type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair <input checked="" type="checkbox"/> Others based on ANNEX 1	
Deadline for the Submission of Quotation	Friday, 14 th of November 2014 COB, <u>Jakarta Time</u>	
All documentations, including	<input checked="" type="checkbox"/> English	

catalogs, instructions and operating manuals, shall be in this language	<input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others <i>[pls. specify, including dialects, if needed]</i>
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Attachment 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users; <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"/> Quality Certificates (ISO, etc.); <input type="checkbox"/> Latest Business Registration Certificate ; <input type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance; <input type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); <input type="checkbox"/> Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer); <input type="checkbox"/> Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied ; <input type="checkbox"/> Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods". <input type="checkbox"/> Patent Registration Certificates (if any of technologies submitted in the quotation is patented by the Supplier); <input 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"/> Other Interested bidders should provide supporting letter(s) from its main dealer or distributor which later will be used as a reference for after sales service. Letters may be submitted after bids are due. However, UNDP may withhold award until supporting letter(s) are received.
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 60 days <input type="checkbox"/> 90 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 type="checkbox"/> Not Permitted <input checked="" type="checkbox"/> Permitted
Payment Terms ⁴	<input checked="" type="checkbox"/> 100% upon complete delivery of goods <input type="checkbox"/> Others

Liquidated Damages	<p>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</p>
Evaluation Criteria	<p><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 <input type="checkbox"/> Earliest Delivery / Shortest Lead Time <input type="checkbox"/> Others</p>
UNDP will award to:	<p><input type="checkbox"/> One and only one supplier <input checked="" type="checkbox"/> One or more Supplier</p>
Type of Contract to be Signed	<p><input checked="" type="checkbox"/> Purchase Order <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type/s of Contract</p>
Special conditions of Contract	<p><input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by one week <input type="checkbox"/> Others</p>
Conditions for Release of Payment	<p><input checked="" type="checkbox"/> Passing Inspection <input checked="" type="checkbox"/> Complete Installation <input checked="" type="checkbox"/> Passing all Testing which will be checked against the Technical Specification – Annex 1 <input type="checkbox"/> Completion of Training on Operation and Maintenance <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements <input type="checkbox"/> Others</p>
Annexes to this RFQ	<p><input checked="" type="checkbox"/> Specifications of the Goods Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Attachment 1) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 2). <input type="checkbox"/> Others</p> <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</p>
Official Address of e-Submission	<p>Quotation should be sent to the following email address: <u>redd-bids.id@undp.org</u></p>

Contact Person for Inquiries (Written inquiries only) ⁵	<p>To: Dina Manullang & Yusef Millah/Procurement Unit Email: dina.manullang@undp.org cc to yusef.millah@undp.org</p> <p>RFQ/UNDP-REDD+/049/2014 – Provision of IT Equipment Hardware</p> <p>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.</p>
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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 2.

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,



Yusef Saiful M.

REDD+ Procurement Unit
31 October, 2014

Annex 1

SPECIFICATION / REQUIREMENTS

1. SPECIFICATIONS

Item No	Qty	Product Specifications/Description
1	3	<p><u>Database and Application server</u>, with minimum specification <i><u>or equivalent</u></i> to the specification:</p> <ul style="list-style-type: none"> — Model: HP ProLiant DL320e Gen8 717170-371 — Processor: (1) Intel® Xeon® E3-1220v3 (3.1GHz/4-core/8MB/80W, HT) Processor — Cache Memory: 8MB (1x8MB) Level3 — Memory: 8GB (2 x 4GB) Unbuffered DIMMs PC3-12800E (1600MHz) — Network Controller: HP Ethernet 1Gb 2-port NC332i Adapter — Storage Controller: HP Dynamic Smart Array B120i Controller — Hard Drive: 2 x HP 500GB 6G SATA 7.2k 3.5in SC MDL HDD [658071-B21] Configured as RAID1. — Optical Drive: HP 9.5mm SATA DVD RW Jb Kit [652241-B21] — Power Supply: 350/250 Watts Non-Hot Plug, Non redundant Power Supply — Form Factor: 1U — Warranty: Server Warranty includes 3-Year Parts, 3-Year Labor, 3-Year Onsite support with next business day response.
2	1	<p><u>Backup Server</u>, with minimum specification <i><u>or equivalent</u></i> to the following:</p> <ul style="list-style-type: none"> — Model: HP ProLiant DL320e Gen8 717170-371 — Processor: (1) Intel® Xeon® E3-1220v3 (3.1GHz/4-core/8MB/80W, HT) Processor — Cache Memory: 8MB (1x8MB) Level3 — Memory: 4GB (1 x 4GB) Unbuffered DIMMs PC3-12800E (1600MHz) — Network Controller: HP Ethernet 1Gb 2-port NC332i Adapter — Storage Controller: HP Dynamic Smart Array B120i Controller — Hard Drive: 1 x HP 500GB 6G SATA 7.2k 3.5in SC MDL HDD [658071-B21] — Optical Drive: HP 9.5mm SATA DVD RW Jb Kit [652241-B21] — Power Supply: 350/250 Watts Non-Hot Plug, Non redundant Power Supply — Form Factor: 1U — Warranty: Server Warranty includes 3-Year Parts, 3-Year Labor, 3-Year Onsite support with next business day response

3	1	External Hardisk , with minimum specification <u>or equivalent</u> to the following: WESTERN DIGITAL My Passport Essential 1TB USB 3.0 (also support USB 2.0) [WDBBEP0010BSL-PESN); Service warranty failure; Three years warranty.
4	1	Closed Rack Server 19" 40U , with minimum specification <u>or equivalent</u> to the following: a. 4 unit 19" flat shelf for cabinet rack 400mm depth for rack 600mm b. 6 unit 19" close wire management panel 1U c. 2 unit cable try for 40U cabinet rack d. 100 unit cage nut e. 6 unit "CENNET" patch panel 24 port f. fan for Rack server g. Vertical power w/ 6 European sockets h. Service warranty failure. i. Three years warranty.
5	1	Patch Cord and cable management for rack server , with minimum specification <u>or equivalent</u> to the following: a. 1 roll cable CAT 5e b. 10 pack pin RJ45 c. 2 unit protector d. 1 unit ground bar e. 15 mtr Ground cable f. 1 unit BMF for 20 pair g. One year warranty or longer according to the factory offer.
6	1	Switch manageable 16 port GB , with minimum specification <u>or equivalent</u> to the following: 16 Port Gigabit Ethernet, 2 Combo Port (RJ45 + SFP), Integrated Power Over Ethernet Plus. One year warranty.
7	1	UPS 2.5KV One year warranty.
8	3	Installation fee and Server Configuration, included a. Installation server on rack b. Installation Operating System (Linux) c. RAID Configuration d. Configuration Network (Public IP, LAN, Internet) e. Any necessary installation relating to server (DNS, SSH, dst) f. One year warranty.

2. WARRANTY SCHEME, as per mentioned above on each items

3. DELIVERY

The delivery time should be within Two (2) weeks upon issuance of Purchase Order (PO), maximum to: Kementrian Hukum dan HAM

4. LOCAL SERVICE

The Supplier should describe the after-sales service that is available locally, technical support and availability of spares in Indonesia.

Attachment 2

RFQ/UNDP-REDD+/049/2014 – Provision of IT Equipment - HARDWARE

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-REDD+/049/2014 and declared that we are not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List:

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

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price (please specify IDR/USD)	Total Price per Item (please specify IDR/USD)
1	Database and Application server	3 units			
2	Backup Server	1 unit			
3	External Hardisk	1 unit			
4	Closed Rack Server 19" 40U	1 unit			
5	Patch Cord and cable management for rack server	1 set			
6	Switch manageable 16 port GB	1 unit			
7	UPS 2.5KV	1 unit			
8	Installation Fee	3 units			
	Total Prices of Goods				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

TABLE 2 : Estimated Operating Costs (if applicable) – N/A

List of Consumable Item/s (Include fast moving parts, if any)	Estimated Average Consumption	Unit of Measure	Unit Price	Total Price per Item

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

Other Information pertaining to our Quotation are as follows :	Your Responses (Please choose one and if different please specify)		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal (IF YOU CAN NOT COMPLY, YOU WILL BE AUTOMATICALLY REJECTED).</i>
Delivery Lead Time – 2 (two) weeks maximum upon issuance of PO is mandatory			
Warranty and After-Sales Requirements: should be in line with Annex 1 and available locally (Jakarta)			
Validity of Quotation minimum 60 days			
All Provisions of the UNDP General Terms and Conditions (Annex 2)			:
Compliance to all specification mentioned in Annex 1, if not please specify in separate sheet			
Other requirements <i>[pls. specify]</i>			

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 2

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.