



REQUEST FOR QUOTATION (RFQ)
(Goods)

NAME & ADDRESS OF FIRM	DATE: October 2, 2018
	REFERENCE: RFQ/IP Telephony/2018

Dear Sir / Madam:

We kindly request you to submit your quotation for **leasing of an IP Telephone system, 10 Network switches, 10 WiFi Access Points, and 158 IP desk phones**. The installation and maintenance are also part of this bid as detailed in Annex 1 of this RFQ.

The United Nations Development Programme through its Office of Information Systems and Technology sets the minimum ICT Infrastructure and Telecommunications standards that are also applicable to our Office. The recommended standards for UNDP offices for optimum performance; Country Offices should consider Cisco IP telephony (where feasible and practicable) for better integration with HQ IP telephony.

When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **October 19, 2018** and via ☒e-mail, ☒courier mail or to the address below:

United Nations Development Programme
14 Rue Montoyer, 1000 Brussels
procurement.be@undp.org
Subject: RFQ/IP Telephony/2018

Quotations submitted by email must be limited to a maximum of 20 MB, virus-free and no more than 1 email transmissions. 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/services:

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> Other DDP including, loading, unloading, in-land transportation, warrantee, insurance, installation and training	
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)	To be confirmed (POST CODE 1000, Brussels)	
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"/> As per Delivery Schedule attached [if delivery will be staggered] Time : December 10, 2018 Time Zone of Reference : CET	
Delivery Schedule	<input checked="" type="checkbox"/> Required	
Packing Requirements	N/A	
Mode of Transport		<input checked="" type="checkbox"/> LAND
Preferred Currency of Quotation	<input checked="" type="checkbox"/> Euro	
Value Added Tax on Price Quotation	<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 of 5 years <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 Installation, Training, Testing	
Deadline for the Submission of Quotation	COB, Friday, October 19, 2018 and CET	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> French	
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"/> 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 checked="" 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 checked="" type="checkbox"/> Quality Certificates (ISO, etc.); <input checked="" type="checkbox"/> Latest Business Registration Certificate ; <input checked="" type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance; <input checked="" type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); <input checked="" type="checkbox"/> Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer); <input checked="" type="checkbox"/> Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied ; <input checked="" type="checkbox"/> Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods". <input checked="" type="checkbox"/> Patent Registration Certificates (if any of technologies submitted in the quotation is patented by the Supplier); <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"/> 90 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"/> Others Monthly INSTALLEMENTS
Liquidated Damages	N/A
Evaluation Criteria [check as many as applicable]	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ¹ <input checked="" type="checkbox"/> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Earliest Delivery / Shortest Lead Time
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Long-Term Agreement <input checked="" type="checkbox"/> Other Type/s of Contract Financial Leasing
Special conditions of Contract	As per Contract General Terms and Conditions
Conditions for Release of Payment	<input checked="" type="checkbox"/> Passing Inspection equipment installed in line with offer provided and completely Installed <input checked="" type="checkbox"/> Passing all Testing <input checked="" type="checkbox"/> Completion of Training on Operation and Maintenance

¹ UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements
Annexes to this RFQ ²	<input checked="" type="checkbox"/> Specifications of the Goods Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) ³	<i>Jean Modeste HIRWA</i> <i>ICT Manager</i> <i>jean-modeste.hirwa@undp.org</i> 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.

² Where the information is available in the web, a URL for the information may simply be provided.

³ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

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,

Barbara Pesce Monteiro
Director

October 2, 2018

Technical Specifications

IP PHONE SYSTEM

These Terms of Reference (TOR) and Technical Specifications refer to the equipment and services to be installed to our new premises (1st, 6th and 7th floors).

Since UNDP and 16 UN Agencies are planning to move into the new premises, we want to use such great opportunity to replace outdated equipment (Telecom and networking devices) and equip our offices with the WiFi connection.

Required services and equipment: **Leasing of and Installing and Maintaining the IP phone system, phones and network switches to connect 185 end users 160 IP VoIP phones.**

A. Unified Communications and Collaboration			
Items/Services to be Supplied*	Quantity	Description / Specifications of Goods/Services	Latest Delivery Date
1. UCC SERVER			
Cisco Business Edition 6000M (M5) Appliance or Equivalent	1	The Unified Communications & Collaboration server must support the call control, voicemail, instant messaging & presence, operator console, recording, paging (intercom), backups - Voice Mail (with Microsoft Exchange integration) - Advanced Call Routing - Backup services - Optional Full system redundancy - Contact Center (IVR, agent login, skill-based routing)	10-Dec-18
	1	Embedded License Cisco UC Virt, Hypervisor Plus 6,x (2-cpu) or Equivalent	10-Dec-18
	1	Cisco Business Edition 6000-Electronic SW Delivery-Top Level or Equivalent	10-Dec-18
	1	Software Support Service upgrades Cisco Business Edition or Equivalent	10-Dec-18
	1	Business Edition 6000 v11,5 export restricted software or Equivalent	10-Dec-18
	10	Cisco Business Edition 6000 - Essential User Connect License or Equivalent	10-Dec-18
	10	Software Support Service upgrades BE6K UCM 10X Essential or Equivalent	10-Dec-18
	130	Cisco Business Edition 6000 - Basic User Connect License or Equivalent	10-Dec-18

	1	Cisco Business Edition 6000 - Enhanced User Connect License or Equivalent	10-Dec-18
	130	Cisco Business Edition 6000- Voicemail/Unified Messaging UCL or Equivalent	10-Dec-18
	1	Partner Support Service Software Support Service upgrades BE6K UCM 10X Enhance or Equivalent	10-Dec-18
	130	Partner Support Service Software Support Service upgrades BE6K-Unity Connect or Equivalent	10-Dec-18
	130	Partner Support Service Software Support Service upgrades BE6K UCM 10X Basic or Equivalent	10-Dec-18
	1	BE6000 Starter Bundle with 35 UCL Enh and 35 vmail Licenses or Equivalent	10-Dec-18
	1	Partner Support Service SWSS UPGRADES BE6000 v11 UCL Starter licenses or Equivalent	10-Dec-18
	1	Cisco ISR 4331 UC Bundle, PVD4-32, UC License, CUBEE10 or Equivalent	10-Dec-18
	1	AC Power Cord (Europe), C13, CEE 7, minimum 1,5M	10-Dec-18
	1	Unified Border Element Enterprise License - 25 sessions	10-Dec-18
	1	The voice gateway must include highly secure voice and video connectivity, SIP trunks and DSPs	10-Dec-18
	1	Session control, security, interworking, and demarcation	10-Dec-18
	1	Min 40 to 250 SIP Trunking channels to be supported on the SBC	10-Dec-18
	1	Web-based client application for Contact center agents	10-Dec-18
	1	WebRTC support	10-Dec-18
	1	Multiparty conference up to 8 participants in standard mode	10-Dec-18
2. SIP TRUNK-VOIP			
Voice-over-IP with Qos Voice through secure private network	35	-Provide 35 channels SIP trunk SIP (VoIP) with a possibility of extension to make calls (currently, we use 160 lines). The technology must be compatible with Cisco 6000 (Cisco Call Manager). -Port all applicable numbers from the current service provider to the new service. -Provide Architect/Design redundancy for SIP trunk service once services are installed at the location	10-Dec-18
	1	Installation of the Voice-over-IP on the existing Optical fiber	10-Dec-18
Voice-over-IP tariffs plans	1	-Provide Net Rate plan and tariffs tables to be used in the billing phone system	10-Dec-18
Telephone billing system	1	Must integrate a billing system with distinct separation of costs to generate a billing report per department/agency , with the discounted rate for each call.	10-Dec-18
3. IP PHONE			

Cisco 7861 Black or Equivalent	144	Up to 12 programmable keys; Screen 396 x 162 pixel (3.5 in. / 89 mm); 10/100 or Higher BASE-T. RJ45R. Phone cables must be provided with the desk phones	10-Dec-18
Cisco 8831 Black or Equivalent	7	Integrated switch 10/100 or Higher BASE-T; audio hands-free speaker, Expanded room coverage with support for daisy chaining two units; additional microphones; supports extra wired/wireless microphones; Display: 3.25 x 1.5 396 x 162 pixels or higher, Phone cables must be provided with the desk phones.	10-Dec-18
Cisco 8851 Black or Equivalent	7	Display 800 x 480- 24-bit color, Full-duplex speakerphone, echo cancellation, 2 Integrated switches 10/100/1000, Keys: Volume-control toggle key , headset and mute keys. Cables must be provided with the desk phones	10-Dec-18
Key Expansion Module Black	7	Key Expansion Module (Black), Amber- flashing; display16-bit color depth and 480 x 272 effective pixel resolution; 18 physical buttons (36 using page keys). Compatible with Cisco 8851 or Equivalent	10-Dec-18
Phone Accessories	4	Cisco Systems CP-MIC-WIRED-S Cisco 8831 Wired Microphone Kit or Equivalent	10-Dec-18
Phone Accessories	4	Cisco Unified IP Phone Power Injector or Equivalent	10-Dec-18
B. LAN and WLAN EQUIPMENT and INSTALLATION			
1. LAN			
Network Switch	10	48 Ethernet Managed 10/100/1000 ports, up to 4x 1&10Gigabit SFP, Gigabit Power Over Ethernet Plus (PoE+), minimum 360W POE AC power; up to 4 virtual interfaces, high-density Layer 3, Forwarding performance up to 142 Mbps, Switching capacity up to 336 Gbit/s, stackable-Rack mountable.	10-Dec-18
License for the switch management	10	Controller Software to enable a Centralized management of 10 switches into a single admin interface	10-Dec-18
SFP-10G-CU1M cable	10	10G SFP+ Passive Cable, High Speed Direct-attach Cables, 20pin footprint, 1m Used indoor (to stack network switches)	10-Dec-18
2.WLAN			
Wifi Access Point	10	PoE connectivity, Gigabit Port, 11ac wave2, indoor, 2X2Dual Band, Powerful Built-in Antenna, Simultaneous 2.4GHz up to 600Mbps and 5GHz up to 1200Mbps; device can be ceiling mounted & wall mounted	10-Dec-18
WiFi management solution	1	Wireless Management solution to easily control 10 access points	10-Dec-18
3. INSTALLATION and CONFIGURATION			
Installation-New switches	1	LAN installation and cabling by Certified engineers in each technology	10-Dec-18

Installation - New Access Points	1	WLAN installation and cabling by Certified engineers in each technology	10-Dec-18
Configuration	1	Setup, programming, test, training (PBX Phone System, Access points and network Switches). Provide full documentation of the setup, diagrams, devices installed and backup instructions.	10-Dec-18
Server room temperature monitoring device	1	IT room Temperature monitoring device equipped with 3G or 4G LTE, phone numbers up to 3, SMS alarm, 2 channel temperatures; 1 humidity sensor; Rechargeable battery, autonomy: 10 hours	10-Dec-18
Support Services and Maintenance			
Technical Support		- Onsite support services: Next Business Day up to 24/7 support with preventive maintenance -Unlimited access to Technical Support via one single phone	10-Dec-18
Maintenance contract		Minor and Major software updates, hardware upgrade and/or replacement included with escalation matrix	10-Dec-18
Financing Services		Leasing solution is deeply appreciated for spreading costs of the solution over 5 years to enable predictable monthly payments	10-Dec-18
Technical Capacity			
Certifications		The company must indicate its highest levels of Certification for each domain (Telecom and Networking)	
References	3	Must provide minimum 3 (inter)national references with minimum 500 users with multiple UCC technologies, Fixed Mobile Convergence, Managed Services, LAN/WLAN/WAN integration, SIP Trunking & Video conferencing	
Green Label		The company must hold a CO2 Neutral" label recognizing its significant efforts to reduce CO2 emissions directly linked to its activities	

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

Barbara Pesce Monteiro
Director
October 2, 2018

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁴
(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁵)

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

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
	Total Prices of Goods ⁶				
	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)

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

⁴ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

⁶ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

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			
Estimated weight/volume/dimension of the Consignment:			
Country/ies Of Origin ⁷ :			
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance			
b) Minimum one (1) year warranty on both parts and labor			
c) Service Unit to be Provided when the Purchased Unit is Under Repair			
d) Brand new replacement if Purchased Unit is beyond repair			
e) Others			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
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]
[Date]

⁷ If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.

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.