

REQUEST FOR QUOTATION (RFQ) (Goods)	Date : 16 November 2018
	REFERENCE : RFQ/126/IND/2018

Dear Sir / Madam:

We kindly request you to submit your quotation for the **“Supply, Installation, Testing and Commissioning (SITC) of CCTV surveillance system for video surveillance of UN House, 55, Lodhi Estate, New Delhi, INDIA”**, as detailed in Annexure 2 of this RFQ. When preparing your quotation, please be guided by the instructions & form attached hereto as Annexure 1, 2 and 3.

This RFQ includes the following Annexures:

Annexure 1 – Instruction to Bidders

Annexure 2 – Detailed Technical Specifications & delivery schedule

Annexure 3 – Form for submitting service provider’s Financial Quotation

Annexure 4 – General Terms and Conditions of the Contract

Proposal may be submitted on or before the deadline indicated by UNDP in the e-tendering system. Proposal must be submitted in the online e-tendering system in the following link:

<https://etendering.partneragencies.org>

using your username and password. If you have not registered in the system before, you can register now by logging in using:

Username: event.guest

Password: why2change

and follow the registration steps as specified in the system user guide.

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on “Accept Invitation”.

In the course of preparing and submitting your Proposal, it shall remain your responsibility to ensure that it submitted into the system by the deadline. The system will automatically block and not accept any bid after the deadline. Kindly ensure that supporting documents required are signed and in the .pdf format, and free from any virus or corrupted files.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

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 Proposal. 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 Contract or Purchase Order that will be issued as a result of this solicitation shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annexure 4.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

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 Service Provider to prevent and avoid 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, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers 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 Proposal.

Yours sincerely,

Arun Arumughan
Procurement Officer

INSTRUCTION TO BIDDERS

Please take note of the following requirements and conditions pertaining to the SITC of **CCTV surveillance system**:

1.	Title of Goods/Services / Work Required:	"Supply, Installation, Testing and Commissioning (SITC) of CCTV surveillance system for video surveillance of UN House, 55, Lodhi Estate, New Delhi, INDIA" (as per Delivery Schedule)
2.	All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
3.	Conditions for Submitting Alternative Bid	<input checked="" type="checkbox"/> Shall not be considered
4.	Partial Quotes	<input checked="" type="checkbox"/> Not allowed.
5.	Preferred Currency of Quotation and Method for Currency Conversion	<input checked="" type="checkbox"/> Local Currency: Indian Rupees (INR) Reference date for determining UN Operational Exchange Rate : Closing Date of Submission of the Quotation
6.	Deadline for the Submission of Quotation	Date and Time: As specified in the system (note that time zone indicated in the system is New York Time zone). PLEASE NOTE:- 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. Please also note that the bid closing time shown in the PDF file generated by the system is not accurate due to a technical glitch that we will resolve soon. The correct bid closing time is as indicated in the e-tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system. 2. Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.

7.	Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 120 Days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
8.	Latest Expected Delivery & Installation Date	<input checked="" type="checkbox"/> 3 (Three) Weeks from the issuance of the Purchase Order (PO)
9.	Bid Security	<input checked="" type="checkbox"/> Not Applicable
10.	Performance Security	<input checked="" type="checkbox"/> Not Applicable.
11.	Delivery Terms [INCOTERMS 2010]	<input checked="" type="checkbox"/> DAP
12.	Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror
13.	Documents to be submitted	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed ten (10) pages; <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"/> Duly completed Annex 3 (Price Schedule); <input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Manufacturer's Authorization Certificate (if supplier is not the manufacturer); <input checked="" type="checkbox"/> Descriptive Literature: Bidders shall provide full technical details of products being offered, including technical sheets and pictures showing details and general views. Specific details of items offered should be clearly stated as standard catalogues may offer options <input checked="" type="checkbox"/> Documents showing that the supplier has supplied such equipment of same make to private/ public sector/ government organizations – <u>proof of three purchase orders of similar size.</u> <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;
14.	UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
15.	Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order

16.	Criteria for the Award and Evaluation of Bid	<p><u>Award and Evaluation Criteria:</u></p> <p><input checked="" type="checkbox"/> Lowest price offers of technically qualified/ responsive Bid on the detailed contents of the Annexure 1 and 2.</p> <p><input checked="" type="checkbox"/> Full acceptance of the “General Terms and Conditions (Annex 4)” of the RFQ.</p> <p><input checked="" type="checkbox"/> Compliance on the following requirements:</p> <ul style="list-style-type: none"> • Certification of incorporation of the Bidder. Legal Status, place of registration and principal place of business of the company or firm or partnership etc. • Compliance on the Technical requirements as per Annex 2 • Documents (three purchase orders of similar size) showing that the supplier has supplied such equipment to private/ public sector/ government organizations. <p><u>NOTE : Non-acceptance of the UNDP’s General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</u></p>
17.	Advance Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
18.	Payment Terms	<p><input checked="" type="checkbox"/> Within 30 days upon UNDP’s acceptance and receipt of invoice.</p> <p>The payment release will be linked to the following conditions:</p> <ul style="list-style-type: none"> - Inspection & Certification from UNDP Team • Phase 1 –100% Value of the Goods/ Equipment’s procured (includes Hardware/ Software) to be paid based on delivery of Goods. • Phase 2 - 100% value of the Services including Installation/Commissioning and post Complete implementation of the Project. <p>No payment should be made on part supply.</p>
19.	Conditions for Release of Payment	<input checked="" type="checkbox"/> Inspection & Certification from UNDP.
20.	Liquidated Damages	<input checked="" type="checkbox"/> N.A.
21.	Contact Person for Inquiries (Written inquiries only) ¹	<p><i>Arun Arumughan, Email : arun.arumughan@undp.org</i></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>

¹ 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.

Technical Specifications

Installation of CCTV surveillance system for video surveillance of UN House 55, Lodhi Estate

Objective

CCTV systems provide surveillance capabilities used in the protection of people, assets, and systems. A CCTV system serves mainly as a security force multiplier, providing surveillance for a larger area, more of the time, than would be feasible with security personnel alone. CCTV systems are often used to support comprehensive security systems by incorporating video coverage and security alarms for barriers, intrusion detection, and access control

Description

The CCTV surveillance system is required to be installed in the UN House compound to cover both the perimeter and the building entrances.

Requirement

The Project involves an end to end solution whereby Supply, Installation, Testing and commissioning (SITC) of CCTV surveillance system for video surveillance at UN house

- Project needs to be undertaken at the UN house building and perimeter. This system will be used for video surveillance of the compound and the entrances of the building.
- The new CCTV surveillance system needs to be installed at UN House and the order includes Civil work / Fabrication / Electrical work with no dependency on UNDP.

General Information

Details of the Product (National Make/ International Make):	
BRAND / MODEL NO.	

S.No.	Technical Specifications		Compliance
1	Avigilon or similar, 3MP OUTDOOR IP BULLET CAMERA 9-22 mm with Built in Analytics		
	Image Sensor	1/3" or 1/2.8" progressive scan CMOS	
	Active Pixels	2048 (H) x 1536(V)	
	Illuminator Technology	High-power IR LEDs	
	Maximum IR Illumination Distance at 0 lux	up to 70 m Adaptive IR	
	Wavelength	850 nm	

	Minimum Illumination	0.08 lux (F1.6) in color mode; 0 lux (F1.6) in monochrome mode with IR	
	Dynamic Range	100 dB	
	Lens	9-22 mm, F1.6, P-Iris, remote focus and zoom	
	Angle of View	15° - 30°	
	Image Compression Method	H.264 (MPEG-4 Part 10/AVC), Motion JPEG	
	Image Rate	20 fps at full resolution , 25 fps at 1920X 1080 or smaller resolution	
	Motion Detection	Pixel & Classified Objects	
	Streaming	Dual H.264 and MJPEG	
	Video Analytics	Object Entering, Object Leaving, Loitering , Direction Violation, Crossing Beam ,Object Stops and Tamper Detection.	
	Electronic Shutter Control	Automatic, Manual (1/6 to 1/8000 sec)	
	Iris Control	Automatic, Manual	
	Day/Night Control	Automatic, Manual	
	Flicker Control	50 Hz, 60 Hz	
	White Balance	Automatic, Manual	
	Backlight Compensation	Adjustable	
	Privacy Zones	Up to 64 zones	
	Audio Compression Method	G.711 PCM 8 khz	
	Audio Input/Output	Line level input and output	
	External I/O Terminals	Alarm In, Alarm Out	
	Network	100BASE-TX	
	Cabling Type	CAT5/CAT6	
	Connector	RJ-45	
	API	ONVIF S Profile compliant	
	Security	Password protection, HTTPS encryption, digest authentication, WS authentication, user access log.	
	Protocol	IPv4, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP,UDP, IGMP, ICMP, DHCP, Zeroconf, ARP	
	Streaming Protocols	RTP/UDP, RTP/UDP multicast, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/ RTSP/HTTPS/TCP, HTTP	
	MECHANICAL		
	Body	Aluminum	
	Housing	Surface mount, tamper resistant	
	Finish	Powder coat	
	Adjustment Range	±175° pan, ±90° tilt, ±175° azimuth	
	Onboard Storage	SD/SDHC/SDXC slot	
	ELECTRICAL		

Power Consumption	Max. 22 W with external power 13 W with IEEE 802.3af Class 3 PoE	
Power Source	VDC: 12 V +/- 10%, 22 W max. VAC: 24 V +/- 10%, 28 VA max. PoE: IEEE802.3af Class 3 compliant	
ENVIRONMENTAL		
Operating Temperature	-10°C to +50°C (14°F to 122°F)	
Storage Temperature	-10°C to +70°C (14°F to 158°F)	
Humidity	0 - 95% Relative humidity (non-condensing)	
CERTIFICATIONS : UL , FCC , EN55024, EN 55032, EN 61000 ,ROHS, RCM , IEC/EN 60950-1 , IC ICES-003 , IK10 , IP66		

S.No.	Technical Specifications	Compliance
2	Avigilon or similar, 3MP OUTDOOR IP BULLET CAMERA 3-9 mm with Built in Analytics	
	Image Sensor	1/3" or 1/2.8" progressive scan CMOS
	Active Pixels	2048 (H) x 1536(V)
	Illuminator Technology	High-power IR LEDs
	Maximum IR Illumination Distance at 0 lux	up to 50 m Adaptive IR
	Wavelength	850 nm
	Minimum Illumination	0.08 lux (F1.3) in color mode; 0 lux (F1.3) in monochrome mode with IR
	Dynamic Range	100 dB
	Lens	3-9 mm, F1.3, P-Iris, remote focus and zoom
	Angle of View	33° - 90°
	Image Compression Method	H.264 (MPEG-4 Part 10/AVC), Motion JPEG
	Image Rate	20 fps at full resolution , 25 fps at 1920X 1080 or smaller resolution
	Motion Detection	Pixel & Classified Objects
	Streaming	Dual H.264 and MJPEG
	Video Analytics	Object Entering, Object Leaving, Loitering, Direction Violation, Crossing Beam ,Object Stops and Tamper Detection.
	Electronic Shutter Control	Automatic, Manual (1/6 to 1/8000 sec)
	Iris Control	Automatic, Manual
	Day/Night Control	Automatic, Manual
	Flicker Control	50 Hz, 60 Hz
	White Balance	Automatic, Manual
	Backlight Compensation	Adjustable
	Privacy Zones	Up to 64 zones
	Audio Compression Method	G.711 PCM 8 khz

	Audio Input/Output	Line level input and output	
	External I/O Terminals	Alarm In, Alarm Out	
	Network	100BASE-TX	
	Cabling Type	CAT5/CAT6	
	Connector	RJ-45	
	API	ONVIF S Profile compliant	
	Security	Password protection, HTTPS encryption, digest authentication, WS authentication, user access log.	
	Protocol	IPv4, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP,UDP, IGMP, ICMP, DHCP, Zeroconf, ARP	
	Streaming Protocols	RTP/UDP, RTP/UDP multicast, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/ RTSP/HTTPS/TCP, HTTP	
	MECHANICAL		
	Body	Aluminum	
	Housing	Surface mount, tamper resistant	
	Finish	Powder coat	
	Adjustment Range	±175° pan, ±90° tilt, ±175° azimuth	
	Onboard Storage	SD/SDHC/SDXC slot	
	ELECTRICAL		
	Power Consumption	Max. 22 W with external power 13 W with IEEE 802.3af Class 3 PoE	
	Power Source	VDC: 12 V +/- 10%, 22 W max. VAC: 24 V +/- 10%, 28 VA max. PoE: IEEE802.3af Class 3 compliant	
	ENVIRONMENTAL		
	Operating Temperature	-10°C to +50°C (14°F to 122°F)	
	Storage Temperature	-10°C to +70°C (14°F to 158°F)	
	Humidity	0 - 95% Relative humidity (non-condensing)	
	CERTIFICATIONS: UL , FCC , EN55024, EN 55032, EN 61000 ,ROHS, RCM , IEC/EN 60950-1 , IC ICES-003 , IK10 , IP66		

S.No.	Technical Specifications		Compliance
3	Avigilon or similar, 1.3MP FIXED INDOOR/OUTDOOR DOME IP CAMERA		
	Image Sensor	1/3" or 1/2.8" progressive scan CMOS	
	Active Pixels	1280 x 1024	
	Minimum Illumination	0.08 lux (F/1.4) in color mode; 0 lux (F/1.4) in monochrome mode with IR	
	Dynamic Range	100 dB	

Lens	3-9 mm varifocal , Remote Focus & Zoom	
IR illumination	Indoor Model: 10m (33ft) and Outdoor Model : 15 m (50 ft) max. distance at 0 lux	
Angle of View	28° – 60°	
Image Compression Method	H.264 (MPEG-4 Part 10/AVC), Motion JPEG	
Image Rate	25 fps PAL	
Motion Detection	Pixel	
Tamper Detection	Yes	
Streaming	Dual H.264 and MJPEG	
Electronic Shutter Control	Automatic, Manual (1/6 to 1/8000 sec)	
Flicker Control	50 Hz, 60 Hz	
White Balance	Automatic, Manual	
Backlight Compensation	Adjustable	
Privacy Zones	Up to 64 zones	
NETWORK		
Network	100BASE-TX	
Cabling Type	CAT5/CAT6	
Connector	RJ-45	
API	ONVIF S Profile compliant	
Security	Password protection, HTTPS encryption, digest authentication, WS authentication, user access log.	
Protocol	IPv4, HTTP, HTTPS, DNS, NTP, RTSP, RTCP, RTP, TCP,UDP, IGMP, ICMP, DHCP, Zeroconf, ARP	
Streaming Protocols	RTP/UDP, RTP/UDP multicast, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/RTSP/HTTPS/TCP, HTTP	
MECHANICAL		
Body	Polycarbonate	
Dome Bubble	Polycarbonate, clear	
Housing	Vandal resistant , IP 66 Rated (For Outdoor Models only)	
Finish	Fog coat, cool grey	
Adjustment Range	360° pan, 30°- 90° tilt, 180° azimuth	
Power Consumption	10 W Max	

	Power Source	PoE: IEEE802.3af Class 3 compliant	
	ENVIRONMENTAL		
	Operating Temperature	0 °C to +50 °C	
	Storage Temperature	-10 °C to +70 °C	
	Humidity	0 - 95% non-condensing	
	CERTIFICATIONS : UL , FCC , EN55024, EN 55032, EN 61000 ,ROHS, RCM , IEC/EN 60950-1 , IC ICES-003		

NVR : Preloaded and configured with NVMS Software

	PARAMETERS	FEATURES/SEPCS	Compliance
1	Processor	Min. Intel Xeon Processor for supporting up to 450 Mbps throughput for recording data rate	
2	Operating System	Microsoft Windows 10 IoT Enterprise LTSC or better	
3	Recording Storage Capacity	Up to 64 TB raw, 48 TB effective (RAID 6). Currently build for 24TB effective (RAID6)	
4	Hard Disk Drive Configuration	Video data — up to 8 x large form factor hard disk drives, hot-swappable, RAID 6	
		Operating system - 2 x M.2 SSD, RAID 1	
5	Memory	16GB DDR4	
6	Network Interface	4 x 1 GbE RJ-45 ports (1000Base-T)	
7	Video Outputs	VGA	
8	Remote Access	iDRAC9 Express	
9	Power Input	100 to 240 VAC , auto switching	
10	Form Factor	2U Rack mount chassis	
11	Power Supply	Redundant , hot swappable	
12	Operating Temp	10 deg to 35 deg C	
13	Storage Temp	-30 deg to 65 deg C	
14	Humidity	10% to 80% relative humidity with 29°C (84.2°F) maximum dew point	
15	Recording Rate	Up to 25/30 images per sec per stream	
16	Certifications	UL, CE, Canadian ICES-003 , EN 55032,55024,EN 61000,ROHS	

WORKSTATION CLIENT:

	PARAMETERS	FEATURES/SEPCS	
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1	Processor	6th Gen Intel® Core™ i5-6600 or higher	
2	Memory	8 GB DDR4 RAM	
3	Network Interface	2 Gigabit Ethernet RJ-45 ports (1000Base-T)	
4	Video Outputs	2 active (1 DisplayPort and 1DVI)	
5	Optical Drive	DVD-RW	
6	Operating System	Microsoft® Windows 10 Enterprise	
7	Power Input	100 to 240 VAC , 50/60Hz auto switching	
8	Supported Monitor Interfaces	Up to 2 combinations of DP, DVI and/or HDMI (with supplied accessories)	
9	Form Factor	Desktop	
10	Operating Temp	5 deg to 35 deg C	
11	Storage Temp	-40 deg to 65 deg C	
12	Humidity	20% to 80% relative humidity (non-condensing)	
15	Supplied Accessories	USB Keyboard, Mouse,Power cord,2 DVI to HDMI adapters,1 DisplayPort to DVI adapter	
16	Monitor	As per the BOQ	

Sr. No.	Technical Specification for Network Video Management Software	Compliance
	A. Network Video Management Software (NVMS) shall include all modules and licenses required to provide a complete and fully functional system with camera licenses equal to the number of cameras and unlimited storage licenses and unlimited client licenses.	
	B. The NVMS shall be installed on hardware which meet or exceed the manufacturer's recommended requirements:	
1	The NVMS shall be an enterprise level software solution that shall be scalable from one client, server and camera up to:	
	a. 100 servers per Site.	
	b. 5,000 cameras per Site	
	c. Indefinite number of concurrent client to Site connections, limited only by the bandwidth capability of the network and server.	
2	The NVMS shall consist of server software applications and client software applications.	
3	The NVMS shall include a gateway software application that connects mobile devices and other thin clients to the NVMS.	

	a. The NVMS mobile client shall be supported by:	
	1) Android mobile devices	
	2) Apple mobile devices.	
	b. The NVMS thin web client shall be supported by:	
	1) Internet Explorer, Chrome, and Firefox web browsers on Windows desktops.	
	2) Safari, Chrome, and Firefox web browsers on Macintosh desktops.	
4	The NVMS shall include but not limited to the following applications:	
	a. Server Software Applications	
	1) Control Center Server	
	2) Control Center Admin Tool	
	3) Control Center Gateway	
	b. Client Software Applications	
	1) Control Center Client	
	2) Control Center Web client	
	3) Control Center Player	
	4) Control Center Camera Installation Tool	
	5) Control Center Mobile	
	6) Gateway Web Client (HTML5)	
5	The NVMS shall permit server and client software applications to be installed and run on both the same computer or on separate computers.	
6	The NVMS shall support storage and processing of video and audio.	
	a. Audio and video must be recorded natively from the camera with no transcoding.	
	b. Audio and video must be synchronized regardless of frame-rate, resolution or bitrate.	
7	The NVMS shall support dynamic video stream management architecture which includes:	
	a. Support for industry standard compression formats including but not limited to:	
	1) JPEG2000	
	2) MJPEG	
	3) MPEG-4	
	4) H.264	

	b. The client and server machine shall communicate resolution real estate such that the server machine acts as a video proxy and shall know the maximum monitor resolution supported by the client machine.	
	c. Support for reducing the required client bandwidth and processing power of a megapixel video stream by transmitting only the fraction of the video stream that is visible in the video display tile.	
	d. Support for reducing the required client bandwidth and processing power of a multi-megapixel video stream by transmitting only the relevant portion(s) of the whole scene when the client is zoomed-in to view only a portion of the scene.	
	e. Support for “data-aging”, enabling a low quality and high quality stream to be recorded under the same logical ID. After an administrator defined period of time, the higher stream would be deleted and the lower stream would remain until the end of the desired retention period.	
	2) The NVMS shall provide the ability to record and maintain a primary and secondary video stream for a set amount of time before the primary stream is discarded as a means of increasing record time. This setting can be configured separately for each H.264 video source.	
	f. Dynamic video stream management shall be supported for local users, remote users and mobile devices.	
8	The Network Video Management Software (NVMS) shall support recording and management of video and audio sources through the use of industry standard drivers. These drivers shall include:	
	a. ONVIF Profile S	
	b. Publically Published API	
9	The Network Video Management Software (NVMS) shall support recording and management of video and audio sources from minimum 10 reputed global manufacturers of cameras	
10	The NVMS shall support receiving digital input triggers and triggering digital outputs through an I/O board.	

11	The NVMS will provide the mechanism by which individual alarm(s) can be pre-selected and configured to be monitored, and in turn trigger event driven video operations.	
12	The NVMS shall support recording and monitoring video and audio streams from sources with bandwidth up to 90 Mbit/sec, frame rate up to 60 fps, and video resolution up to 30MP or higher	
13	The NVMS shall support the decompression of H.264 video through the client graphics card/graphical processing unit instead of using the client processing power.	
14	The NVMS shall require no proprietary recording hardware, no hardware multiplexer or time-division technology for video and audio recording or monitoring.	
15	The NVMS shall not limit the storage capacity and shall allow for upgrades of recording capacity without additional licensing.	
16	The NVMS shall secure video and audio data by securely transmitting all command and control data via TCP/IP using cryptographic keys based on SSL to prevent eavesdropping or tampering.	
17	The NVMS shall support software level integration via an Application Programming Interface (API). The API integration shall include but not limited to:	
	a. Bi-directional alarm event processing for monitoring and acknowledgement	
	b. Receiving digital input events	
	c. Receiving intrusion zone events	
18	The NVMS shall provide the ability to set a maximum recorded video retention time for each video source.	
19	The NVMS shall have an easy process for upgrading versions:	
	a. Are capable of being upgraded from one version to another without having to uninstall the previous version.	
	b. Are capable of being upgraded from one edition to another without having to uninstall the application.	

	c. Automatically detect if video or audio source firmware is out of date with respect to the current installed software and upgrade it.	
	d. Automatically detect if client application software is out of date with respect to the current installed server software and upgrade it.	
20	The NVMS shall run as a service configured to automatically start when the server or workstation is powered on, and automatically recover from failure or attempted tampering.	
21	The NVMS shall allow users to monitor and administer the system from:	
	a. A single client application for monitoring live and recorded video and audio.	
	b. A single window for administrating all system connections.	
	c. Any client located on the network.	
22	The NVMS shall provide an automatic discovery solution that will easily find devices and systems by:	
	a. Automatically discovering server instances that run on computers connected to the same network as the client.	
	b. A search functionality to discover server instances running on computers connected on a different network segment than the client by using IP addresses or hostnames.	
	c. Automatically discovering video and audio sources that are connected to the same network as the server.	
	d. A search functionality to discover video and audio sources that are connected on a different network segment than the server.	
23	The NVMS shall provide the ability to set a maximum for bandwidth transmitted to the Control Center Client application from the Control Center Server application.	
24	The NVMS shall provide the ability to manage operator access to the NVMS and assets, including:	
	a. Ability to automatically log in to an NVR.	
	b. Ability to override user access to an NVR if there are insufficient licenses.	
	c. Ability to automatically log out of an NVR when the application is left idle.	
	d. Ability to save and restore the window layout.	

25	Ability to control the system using a PC keyboard or joystick.	
26	Ability to import and export system settings such as maps, views, web pages, users and groups.	
27	The NVMS shall support live or recorded video monitoring of 1 to 64 video streams simultaneously on a single monitor with the following standard layouts:	
	a. Full Screen	
	b. 2 x 2	
	c. 3 x 3	
	d. 4 x 4	
	e. 5 x 5	
	f. 6 x 6	
	g. 8 x 8	
	h. 1 + 5	
	i. 1 + 7	
	j. 1+ 12	
	k. 2 + 8	
28	The NVMS shall support the ability to create a map that represents the physical location of cameras and other devices throughout the surveillance system.	
	a. Maps shall be created from images stored in standard image formats. Including but not limited to the following:	
	1) JPEG	
	2) BMP	
	3) PNG	
	4) GIF	
	b. Maps shall have the ability to contain links so as to create a hierarchy of interlinked maps.	
	c. Maps shall support the ability to drag and drop a video source from the map into a window for live or recorded video and audio monitoring.	
	d. Maps shall support the creation of a link to a preset section of a video source.	
	e. Cameras in a map are highlighted when an alarm linked to the camera is triggered.	
	f. Maps shall support the ability to include a link to a web page and view the web page in the application window.	

29	The NVMS shall support physical and digital zooming and panning on live and recorded video streams.	
30	The NVMS shall support the ability to take a snapshot of a live or recorded image and export it from the system.	
31	The NVMS shall support the ability to export recorded video in the following formats including but not limited to:	
	a. Native	
	b. JPEG	
	c. PNG	
	d. TIFF	
	e. AVI	
	f. WAV	
	g. PDF	
	h. Print	
32	The NVMS shall support the ability to export recorded audio in WAV format.	
33	The NVMS shall support the ability to export a live stream of images in the following formats:	
	a. JPEG	
	b. PNG	
	c. TIFF	
34	The NVMS shall support the ability to export video in Native format. Native format exported video shall:	
	a. Digitally sign recorded video and audio using 256-bit encryption or better so video can be authenticated for evidentiary purposes.	
	b. Be able to export video from one or multiple camera streams simultaneously.	
35	NVMS Client shall have digital zooming and Video Enhancement capability for specific regions of a typical camera field of view. It shall also allow split screen view of the same camera. No. of such split screen view shall not be limited by the Software as long as Workstation Client Processor can handle it.	
36	There shall be a provision in the Client to monitor the video sources from multiple sites/NVR Servers from multiple geographic locations by using site networking feature over 3G/4G connectivity using gateway application for authenticated users.	

MAINTENANCE OF CCTV Surveillance System

- Annual Comprehensive Maintenance Contract will be awarded after completion of the warranty period for additional 03 years which shall include Services provided and faulty part replacement/ malfunction rectification with no additional cost.
- In case any unit is found to be registering complaints regularly then the Unit shall be replaced at no additional cost.
- Service visits will be required to be done in a gap of 3 months i.e. four visits in a year. The scope of work will be:
 - Checking, cleaning and testing of all components of the system for its serviceability and healthiness.
 - Rectification of defects noticed in the system.
 - During each visit, the representative of the firm will give training to the staff members in operation and preventive maintenance of the system.
 - Apart from the above visits all complaints/ breakdown calls will have to be attended within 24 hours. An alternative serviceable unit may be provided in case the existing unit has to be taken out for necessary repairs and the original unit/part shall be refitted after repairs.
- A minimum gap of 90 days should be maintained between two consecutive visits.
- Service reports with the remarks and signature should be submitted to the respective Focal Points in UN.
- Technicians visiting the premises should carry photo identity card and authority letter to carry out servicing.
- The technician attending to the equipment will paste a service slip for the year on the equipment and after each visit the date should be entered and signed.
- Wherever required the system may be required to be reinstalled/ shifted due to the renovation of the premises or shifting of the branch premises. The firm shall attend to this work and approved shifting/ reinstallation at no additional cost except for cabling expenses which would be paid as per the Contractual Rate fixed in the Contract/ PO.

FUNCTIONAL REQUIREMENTS

1. The Project should be completed within 6 weeks of issuance of Purchase Order and Project Implementation Plan needs to be submitted along with the BOQ.
2. SITC shall also include the packing, forwarding, freight & transportation at no additional cost. In case of any damages are incurred while executing the Project, then the Vendor needs to rectify and repair the same.

Delivery at:

UN House,
55, Lodi Estate,
New Delhi – 110 003 (India).

FORM FOR SUBMITTING SUPPLIER'S QUOTATION

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery²)

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/073/IND-2018:**

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

SITC of CCTV surveillance system for video surveillance of UN house

Vendor Details	
Full Name:	
Address:	
Tel. No.:	
Email Address:	
Website/URL:	

SN	Description	Units	Unit cost (INR)	Total Cost (INR)
1	Network Video Recorder	1		
3	3MP OUTDOOR IP BULLET CAMERA 9-22 mm with Built in Analytics	10		
4	3MP OUTDOOR IP BULLET CAMERA 3-9 mm with Built in Analytics	10		
5	1.3MP FIXED INDOOR/OUTDOOR DOME IP CAMERA	16		
6	WORKSTATION CLIENT	1		
7	Pillar Mount	As applicable		
8	Installation Charges -Network / Connectivity Equipment	As applicable		
9	Installation Charges - Wiring for the CCTV System	As per actual		

² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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

Other Information pertaining to our Quotation are as follows:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time			
Validity of Quotation			
Manufacturer's authorization, if applicable			
UNDP General Terms and Conditions			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]
[Designation]
[Date]

GENERAL TERMS AND CONDITIONS FOR CONTRACTS

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

2.1 The Contractor shall deliver the goods described in the Technical Specifications for Goods (hereinafter the “Goods”) and/or perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.

2.2 To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.

2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

2.4 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.

3. LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement (“LTA”) as indicated in the Face Sheet of this Contract, the following conditions shall apply:

3.1 UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.

3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Goods and/or Services from the Contractor hereunder.

3.3 The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a Purchase Order is issued.

3.4 The Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.5 In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

3.6 The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.

3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

4.1 FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or provision of the Services.

4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the delivery of the Goods and/or the provision of the Services.

4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or performance of the Services.

5. ADVANCE PAYMENT:

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report.

8. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of the Services to UNDP by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

8.1 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.

8.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

8.3 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

8.4 At the option of and in the sole discretion of UNDP:

8.4.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UNDP prior to such personnel's performing any obligations under the Contract;

8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,

8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.

8.5 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties

regarding such change, subject to the following:

8.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

8.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.

8.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

8.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

8.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.

8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

8.6 Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

8.7 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:

8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;

8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

8.8 Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.

8.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

8.10 The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

8.11 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 8.10 above.

9. ASSIGNMENT:

9.1 Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

9.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that:*

9.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and,*

9.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and,*

9.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; *and,*

9.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.

10. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

11. PURCHASE OF GOODS: To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:

11.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

11.2 INSPECTION OF THE GOODS: If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations

under the Contract.

11.3 PACKAGING OF THE GOODS: The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

11.4 TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of the Contract.

11.5 WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:

11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;

11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

11.5.5 The Goods are new and unused;

11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;

11.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,

11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor's warranties under the Contract.

11.6 ACCEPTANCE OF GOODS: Under no circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a reasonable opportunity to inspect the Goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.

11.7 REJECTION OF GOODS: Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or

other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:

11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; *or*,

11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; *or*,

11.7.3 replace the Goods with Goods of equal or better quality; *and*,

11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP.

11.8 In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.

11.9 TITLE: The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.

11.10 EXPORT LICENSING: The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNDP, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

12. INDEMNIFICATION:

12.1 The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

12.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

12.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

12.2 The indemnity set forth in Article 12.1.1, above, shall not apply to:

12.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment

or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; or

12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.

12.3 In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

12.4 UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

12.5 In the event the use by UNDP of any Goods, property or Services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.5.1 procure for UNDP the unrestricted right to continue using such Goods or Services provided to UNDP;

12.5.2 replace or modify the Goods and/or or Services provided to UNDP, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; or,

12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods, property or Services, or part thereof.

13. INSURANCE AND LIABILITY:

13.1 The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

13.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; and,

13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.

13.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

13.4 The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

13.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;

13.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

13.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.

13.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

13.7 Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

13.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

14. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

15. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

16.1 Except as is otherwise expressly provided in writing in the Contract, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other

materials which the Contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

16.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

16.3 At the request of UNDP, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract.

16.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP.

18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

18.1 The Recipient shall:

18.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and,*

18.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

18.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 18, the Recipient may disclose Information to:

18.2.1 any other party with the Discloser's prior written consent; *and,*

18.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that,* for these purposes a controlled legal entity means:

18.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or,*

18.2.2.2 any entity over which the Party exercises effective managerial control; *or,*

18.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

18.3 The Contractor may disclose Information *to the extent* required by law, *provided that,* subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give UNDP

sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

18.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

18.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

18.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

19.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

19.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

19.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

20. TERMINATION:

20.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

20.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

20.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

20.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

20.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

20.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

20.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

20.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;

20.3.7 complete performance of the work not terminated; *and*,

20.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

20.4 In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.

20.5 UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

- Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non-legal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.

- The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

21. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

22. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

23. SETTLEMENT OF DISPUTES:

23.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

23.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 23.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

24. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

25. TAX EXEMPTION:

25.1 Article II, 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 public utility services, and is exempt from customs restrictions, 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 the exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

25.2 The Contractor authorizes UNDP to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

26. MODIFICATIONS:

26.1 No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

26.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

27. AUDITS AND INVESTIGATIONS:

27.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

27.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

28. LIMITATION ON ACTIONS:

28.1 Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

28.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

29. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

30. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract

that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

31. STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:

31.1 The UN Supplier Code of Conduct;

31.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

31.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

31.4 UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;

31.5 UNDP Vendor Sanctions Policy; and

31.6 All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

32. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

33. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

34. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

35. SEXUAL EXPLOITATION:

35.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

35.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

35.3 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.

36. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to Resolution 1267 (1999). The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.