



REQUEST FOR QUOTATION

NAME & ADDRESS OF FIRM	DATE: March 3, 2020
	REFERENCE: UNDP-TUR-RFQ(GREEK)-2020/13

Dear Sir / Madam,

We kindly request you to submit your quotation for the **Procurement of IT (Information Technologies) Hardware**. The items are detailed in the attached Technical Specifications in Annex-I of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex-II.

Quotations must be submitted on or before the deadline indicated in the RFQ via hand delivery, courier mail or e-mail to the address below:

**United Nations Development Programme
(UNDP)
Yıldız Kule 21st Floor, Yukarı Dikmen
Mahallesi,
Turan Güneş Bulvarı, No:106, 06550,
Çankaya, Ankara/Turkey**

Evrin Yarımağan, Project Administrator, UNDP
E-mail: tr.procurement@undp.org
Fax: +90 312 496 14 63

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated, for whatever reason, shall not be considered for

Sayın İlgili,

***BT (Bilgi Teknolojileri) Donanım Satın Alımı** için teklifinizi sunmanızı saygılarımızla rica ederiz. Teklife Davet Ek-I'de verilen Teknik Şartname'de kalemler detaylandırılmıştır. Teklifinizi lütfen Ek-II'de sunulmuş formun rehberliğinde hazırlayınız.*

Teklifler aşağıda belirtilen adrese, Teklife Davet'de belirtilen son başvuru tarihine kadar elden, kargo yolu veya e-posta ile teslim edilmelidir:

***Birleşmiş Milletler Kalkınma Programı
(UNDP)
Yıldız Kule Kat: 21, Yukarı Dikmen Mahallesi,
Turan Güneş Bulvarı, No:106, 06550,
Çankaya, Ankara/Türkiye***

*Evrin Yarımağan, Proje Yöneticisi, UNDP
E-posta: tr.procurement@undp.org
Faks: +90 312 496 14 63*

Teklifin belirtilen tarihte veya öncesinde, ilgili adrese ulaşması sizin sorumluluğunuzdadır. Belirtilen tarih ve saatten sonra UNDP'ye teslim edilen teklifler hangi sebeple olursa olsun, değerlendirmeye alınmayacaktır.

<p>evaluation.</p> <p>Please note that the quotations shall be prepared with the consideration of below issues. Turkish version of the solicitation documents is given only for reference purposes. English version will govern the procurement procedure.</p> <p>This letter is not to be construed in any way as an offer to contract with your company.</p> <p>Please take note of the following requirements and conditions pertaining to the supply of the required good/s:</p>	<p><i>Teklifler, aşağıda sunulmakta olan hususlar dikkate alınmak sureti ile hazırlanacaktır. İhale dokümanının Türkçe sürümü sadece referans amaçlı verilmektedir. Satın alma süreci için İngilizce sürüm geçerli olacaktır.</i></p> <p><i>Bu mektup, hiçbir şekilde sözleşme yapma teklifi olarak değerlendirilmemelidir.</i></p> <p><i>Teklifinizi hazırlarken lütfen aşağıda belirtilen gereklilikleri ve koşulları dikkate alınız:</i></p>
<p>Currency of Quotation <i>Teklifin Para Birimi</i></p>	<p>US Dollars <i>ABD Doları</i></p> <p>The Contractor shall not be entitled to receive any price difference and/or additional amount from UNDP for whatsoever reason, including but not limited to increase in the costs of the Contractor or any missing goods/services in its Price Schedule to be submitted in response to this RFQ.</p> <p><i>Tedarikçi, maliyet artışı veya Fiyat Teklifi'ndeki eksik mal/hizmet sebepleri de dahil olmak üzere ve bunlarla da sınırlı olmamak kaydıyla hiçbir sebeple UNDP'den fiyat değişikliği ve/veya fiyat artışı talep edemeyecektir.</i></p>
<p>Value Added Tax (VAT) on Price Quotation <i>Fiyat Teklifinde Katma Değer Vergisi (KDV)</i></p>	<p>Prices must be exclusive of VAT. <i>Fiyatlar KDV'den muaf olacaktır.</i></p> <p>UN and its subsidiary organs are exempt from taxes. It is the Offeror's responsibility to learn from relevant authorities (Ministry of Treasury and Finance) and/or to review and confirm published procedures and to consult with a certified financial consultant as needed to conform the scope and procedures of VAT exemption application as per all related laws and legislation on VAT.</p> <p><i>Birleşmiş Milletler ve bağlı organları vergilerden muaftır. Bu bağlamda, KDV muafiyeti ile ilgili olarak yerel otoritelerden</i></p>

	<i>(Hazine ve Maliye Bakanlığı) bilgi alınması ve/veya KDV muafiyeti uygulamasının ilgili kanun ve yasal mevzuata göre kapsam ve prosedürlerinin bir Mali Müşavirden öğrenilmesi Teklif Veren'in yükümlülüğüdür.</i>
Deadline for the Submission of Quotation <i>Son Teklif Verme Tarihi</i>	12:30hrs (GMT + 3), Tuesday, March 10, 2020 10 Mart 2020, Salı 12:30 (GMT + 3)
Period of Validity of Quotes starting from the Deadline for Submission of Quotations <i>Son Teklif Verme Tarihinden İtibaren Tekliflerin Geçerlilik Süresi</i>	90 Days 90 Gün
Partial Quotes <i>Kısmi teklif</i>	Not permitted <i>İzin verilmemektedir.</i>
Conditions for Submitting Offers for Parts or Sub-parts of the RFQ <i>Teklif Davet'in Kısım veya Alt-kısımlarına Teklif Verme Koşulları</i>	Offerors must submit quotations for all of the items of the RFQ. <i>İstekliler Teklif Davet'te belirtilen tüm kalemler için teklif sunmak zorundadırlar.</i>
UNDP's Right to Vary the Requirements <i>UNDP'nin Gereklilikleri Değiştirme Hakkı</i>	UNDP reserves the right to vary the quantity of the goods and services stated in the Price Schedule without any change in the unit price or other terms and conditions at the time of contract award or during contract implementation. <i>UNDP sözleşmenin imzası ya da uygulaması aşamasında Fiyat Çizelgesi'nde ürün ve hizmetler için belirtilen adetleri, birim fiyat veya diğer şart ve koşullarda değişiklik olmaksızın değiştirme hakkını saklı tutar.</i>
Expected Date for Commencement of Contract <i>Beklenen Sözleşme Başlangıç Tarihi</i>	20 March 2020 20 Mart 2020
Delivery Terms <i>Teslim Şartları</i>	The items to be ordered by UNDP shall be delivered to <i>The Training and Doctrines Command (EDOK) Türkocağı Caddesi, Nasuh Akar Mah. Balgat, Çankaya, Ankara – Turkey</i> , with all transportation and insurance costs borne by the Contractor, latest by 15 May 2020. For those goods that require installation, the Contractor shall send its technical personnel with the goods to the addresses and ensure that the installation is performed by its personnel. All costs relating to installation shall be borne by the Contractor.

	<p>UNDP tarafından sipariş edilecek ürünler Tedarikçi tarafından Eğitim ve Doktrin Komutanlığı (EDOK) Türkocağı Caddesi, Nasuh Akar Mah. Balgat, Çankaya, Ankara – Türkiye adresine tüm nakliye ve sigorta bedelleri Tedarikçi tarafından ödenmek üzere, en geç 15 Mayıs 2020 tarihinde teslim edilecektir. Montaj gerektiren ürünler için Tedarikçi, ürünlerle birlikte teknik elemanlarını da ilgili adreslere gönderecek ve montajın elemanları tarafından yapılmasını sağlayacaktır. Montaja ilişkin tüm masraflar Tedarikçi tarafından karşılanacaktır.</p> <p>The targeted delivery and installation date of the items specified in this RFQ and Technical Specifications is 15 May 2020, at latest. Those quotations with delivery and installation dates later than 15 May 2020 may not be taken into consideration and may be rejected by UNDP.</p> <p><i>Bu Teklif Davet'in ve Teknik Şartname'nin içeriği olan kalemlerin hedeflenen teslimat ve kurulum tarihi en geç 15 Mayıs 2020'dir. Teslimat ve kurulum tarihleri 15 Mayıs 2020'den sonra olan teklifler, UNDP tarafından dikkate alınmayarak reddedilebilir.</i></p>
<p>Liquidated Damages</p> <p><i>Maddi Tazminat</i></p>	<p>To be imposed under the following conditions:</p> <p>In case of the Contractor's failure to deliver and install the goods by 15 May 2020 or non-performance as required by RFQ and the Contract.</p> <p><i>Aşağıdaki durumlarda uygulanacaktır:</i></p> <p><i>Tedarikçinin en geç 15 Mayıs 2020 tarihinde ürünlerin teslimat ve kurulumunu tamamlayamamış veya Teklif Davet'de ve verilecek sözleşmede belirtilen şekilde yapmamış olması halinde.</i></p> <p>0.2% of the total contract amount per week of delay shall be deducted from the payment to be affected by UNDP to the Contractor, as liquidated damages.</p> <p><i>UNDP tarafından Tedarikçi'ye ödenecek olan meblağdan gecikilen her hafta için toplam</i></p>

	<p><i>sözleşme bedelinin %0.2'si kadarlık bir kesinti, maktu tazminat olarak uygulanacaktır.</i></p> <p>Once a deduction of 20% (twenty percent) of the total contract amount has been reached, UNDP may consider termination of the contract.</p> <p><i>Kesinti bedeli sözleşme bedelinin %20'sine (yüzde yirmisine) ulaştığında UNDP sözleşmeyi feshetmeyi değerlendirebilir.</i></p>
<p>Payment Terms</p> <p><i>Ödeme Şartları</i></p>	<p>100% of the payment for the goods delivered shall be affected upon acceptance and approval of the goods and related invoices by UNDP. The Contractor shall prepare its invoices upon delivery of all items.</p> <p><i>Sağlanan ürünlere ilişkin %100 ödeme, sözkonusu ürünlerin ve ilgili faturaların UNDP tarafından kabul edilerek onaylanmasını müteakip yapılacaktır. Tedarikçi, faturalarını tüm kalemlerin teslim edilmesini müteakip oluşturacaktır.</i></p>
<p>Evaluation Criteria</p> <p><i>Değerlendirme Kriterleri</i></p>	<p>Technical responsiveness / Full compliance to requirements and lowest price</p> <p><i>Teknik Uyumluluk / Gerekliliklere tam karşılık verme ve en düşük fiyat</i></p>
<p>UNDP will award to</p> <p><i>UNDP Sözleşmeyi</i></p>	<p>One and only one supplier.</p> <p><i>Yalnızca bir tedarikçi ile imzalayacaktır.</i></p>
<p>Warranty Conditions</p> <p><i>Garanti Şartları</i></p>	<p>The goods to be procured within the context of this tender shall be covered under a minimum 2-year warranty by the Contractor following the acceptance by UNDP unless specific provision is set forth in the technical specification of the item.</p> <p><i>Bu ihale kapsamında temin edilecek ürünler, ilgili kaleme ait teknik özelliklerde aksine bir hüküm öngörülmediyse UNDP tarafından kabul edildikten sonra minimum 2 yıl tedarikçinin garantisi altında olacaktır.</i></p>
<p>Precedency</p>	<p>The Turkish version of the tender document is given only for reference purposes and in case of an inconsistency between the Turkish and</p>

<p>Öncelik</p>	<p>English versions, English version shall prevail.</p> <p><i>İhale dökümanının Türkçe versiyonu sadece referans amaçlı verilmiş olup, Türkçe ve İngilizce versiyonlar arasında herhangi bir uyumsuzluk olması halinde İngilizce versiyon geçerli olacaktır.</i></p>
<p>Documents that <u>Must</u> be Submitted by The Offeror to Establish Qualification</p> <p><i>Teklif Sahibi Tarafından Sunulması Zorunlu Dökümanlar</i></p>	<p>a) Trade Registry Gazette: Copy of the Trade Registry Gazette showing the establishment of the company</p> <p><i>a) Ticaret Sicili Gazetesi: Şirketin kuruluş ilanını gösteren Ticaret Sicil gazetesi kopyası</i></p> <p>b) Chamber Registration: (i) Real person entity Offerors: A registration certificate obtained within the year of date of the RFQ or within the year of Quotation submission deadline, from chamber of commerce/industry/tradesmen and craftsmen or any other corresponding chamber. (ii) Legal entity Offerors: A registration certificate obtained within the year of date of the RFQ or within the year of Quotation submission deadline, from chamber of commerce and/or industry.</p> <p><i>b) Oda Kaydı: (i) Gerçek kişi istekliler: Kayıtlı olunan ticaret veya sanayi odasından veya esnaf ve sanatkârlar odasından veya ilgili meslek odasından, teklife davet tarihinin ya da son başvuru tarihinin içinde bulunduğu yılda alınmış, ilgili odaya kayıtlı olduğunu gösterir belgenin aslı. (ii) Tüzel kişi istekliler: İlgili mevzuat gereği kayıtlı olunan ticaret ve/veya sanayi odasından, Teklif Davet tarihinin ya da son başvuru tarihinin içinde bulunduğu yılda alınmış, tüzel kişiliğin odaya kayıtlı olduğunu gösterir belge aslı.</i></p> <p>c) Signature Authority: (i) Offerors who are Real Bodies: The original version of the notarized Authority to Sign document. (ii) Offerors who are Legal Bodies Original or notarized copy of the Trade Registry Gazette showing the latest status indicating the partners, members or founders of the legal entity and officials in the administration of the legal entity, and notarized signatory circulars and the original</p>

	<p>version of the notarized Authority to Sign document.</p> <p><i>c) İmza Yetkisi: (i) Gerçek kişi istekliler: Noter tasdikli imza beyannamesi örneğinin aslı. (ii) Tüzel Kişi İstekliler: İlgisine göre tüzel kişiliğin ortakları, üyeleri veya kurucuları ile tüzel kişiliğin yönetimindeki görevlileri belirten son durumu gösterir Ticaret Sicil Gazetesi'nin aslı veya noter tasdikli kopyası veya bu hususları tevsik eden belgeler ile tüzel kişiliğin noter tasdikli imza sirküleri ve noter tasdikli yetki belgesinin aslı</i></p> <p>d) Submission of each page of the RFQ and its Annexes duly signed and stamped</p> <p><i>d) Teklife Davet dökümanının ve eklerinin her bir sayfasının usulüne uygun şekilde imzalı ve kaşeli olarak teslim edilmesi</i></p>
<p>Annexes to this RFQ <i>Teklif Davet'in Ekleri</i></p>	<p>-Technical Specifications (Annex–I) <i>-Teknik Şartname (Ek–I)</i></p> <p>-Form for Submission of Quotation (Annex–II) <i>-Teklif Sunum Formu (Ek–II)</i></p> <p>-General Terms and Conditions for Contracts (Annex–III) <i>-Sözleşmeler için Genel Şart ve Koşullar (Ek–III)</i></p> <p>Non-acceptance of the terms of the General Terms and Conditions shall be grounds for disqualification of the Offeror from this procurement process. <i>Genel Şart ve Koşulların kabul edilmemesi teklif sahibinin diskalifiye olmasına sebep olacaktır.</i></p>

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected. At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation.

At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of 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 that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 4.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/procurement/protest.shtml>

Belirtilen diğer tüm değerlendirme ölçütlerin yanı sıra, teknik şartnameler, gereklilikler ve koşullar ile uyumlu olan ve en düşük fiyatı veren teklif seçilecektir. Belirtilen gereklilikleri karşılayamayan teklifler reddedilecektir.

Birim fiyat ile birim fiyatın adet ile çarpılmasından elde edilen toplam fiyat arasında bir farklılık olması durumunda, hesaplamalar UNDP tarafından yeniden yapılacaktır. Bu durumda, birim fiyat dikkate alınarak toplam fiyat düzeltililecektir. Teklif Sahibi UNDP tarafından yapılan bu yeniden hesaplamayı kabul etmez ise, teklifi geçersiz sayılacaktır. Teklif alındıktan sonra, teklifin geçerlilik süresi dahilinde; enflasyon, kur dalgalanmaları vb. piyasa koşullarından kaynaklı bir fiyat değişimi UNDP tarafından kabul edilmez.

Sözleşme veya sipariş emrinin imzalanması sırasında UNDP, ürünlerin adetlerini birim fiyat ve diğer koşullarda değişiklik olmaksızın maksimum %25 artırma hakkına sahiptir.

Bu Teklife Davet sonucunda imzalanacak sözleşme, ekte sunulan Genel Şart ve Hükümleri'ne tabidir. Bu bağlamda, Teklif Sahibi, teklifini sunmakta, sorgulamaksızın Ek 4'de sunulan UNDP Genel Şart ve Hükümleri'ni kabul etmiş olur.

Değerlendirme süreci tamamlanmadan, UNDP herhangi bir teklifi kabul etme, sözleşme yapma veya Teklif Sahibi'nin teklifi hazırlarken ve sunarken yapmış olduğu masraflarla ilişkili hiçbir koşuldaki sorunu tutulamaz.

UNDP'nin satıcı protesto prosedürü; rekabetçi bir ihale süreci sonucunda bir satınalma siparişi veya sözleşme olmaması durumunda kişiler veya firmalar için itiraz etme imkânı sunmayı amaçlamaktadır. Eğer bir satınalma sürecinde kendinize adil muamele edilmediğini düşünüyorsanız, aşağıdaki uzantıdan satıcı protesto işlemlerine ilişkin detaylı bilgi edinebilirsiniz:

<http://www.undp.org/procurement/protest.shtml>

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link:

http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,



Sukhrob Khojimatov

Deputy Resident Representative

March 3rd, 2020

UNDP; sizin, iştiraklerinizin veya personelinizin söz konusu Teklife Davet kapsamında belirtilen gereksinimlerin, tasarımların, özelliklerin, maliyet tahminlerinin ve kullanılan diğer bilgilerin hazırlanmasına dahil olması durumunda UNDP'ye bildirmek suretiyle, çıkar çatışmalarının önlenmesini ve engellenmesini önerir.

UNDP yolsuzluk ve diğer yasaklanmış eylemlere sıfır tolerans uygular ve UNDP faaliyetlerinde yer alan üçüncü partiler de dahil olmak üzere UNDP'ye karşı yapılan bu eylemleri tespit etmeye ve ortadan kaldırmaya yönelik taahhüdünü ortaya koyar. UNDP kendi tedarikçilerinin aşağıdaki uzantıda sunulan BM Tedarikçi Davranış İlkeleri'ne katılmalarını bekler.

http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Teşekkür eder, teklifinizi sunmanızı rica ederiz.

Saygılarımızla,

Sukhrob Khojimatov

Mukim Temsilci Yardımcısı

3 Mart 2020

GENERAL SPECIFICATIONS APPLICABLE FOR ALL ITEMS**TÜM KALEMLER İÇİN GEÇERLİ GENEL ŞARTLAR**

0.1. Project design of the system and procurement and installation of devices shall be turn-key. The contractor shall ensure in-rack installation of the system, its activation, setup and training as well as its delivery in working order, in compliance with relevant standards set forth in the technical specifications.

0.1. Sistemin projelendirilmesi cihazların temini ve montajı anahtar teslimi şeklinde olacaktır. Sistemin rak içi montajı, çalıştırılması, kurulumu, eğitimi ve sistemin teknik şartnamede bahsi geçen ilgili standartlara uygun çalışır halde teslimi yüklenici tarafından sağlanacaktır.

0.2. All these products and components shall be brand new, with their original packaging unopened. The products shall have no scratches or wear and tear etc. indicating that they were used before.

0.2. Tüm ürünler ve aksamları hiç kullanılmamış ve orijinal ambalajı açılmamış olacaktır. Ürünler üzerinde, öncesinde kullanılmış olduğuna dair herhangi bir çizik, aşınma vb. belirtiler olmayacaktır.

0.3. The Contractor shall provide all kinds of equipment and materials to ensure that the system works according to their project. The values given in the technical specifications are minimal values, therefore, devices with superior features may be offered so as to ensure that the system works with full performance.

0.3. Yüklenici projesine göre sistemin çalışması için her türlü teçhizat ve malzemeyi sağlayacaktır. Teknik şartnamede verilen değerler minimum değerler olup, sistemin tam performans çalışması için daha üstün özellikli cihazlar teklif edilebilecektir.

0.4. None of the products shall be EOL (End of Life) on the date of offer.

0.4. Ürünlerin hiçbirisi teklif tarihinde EOL (End of Life) ürünler olmayacaktır.

0.5. Detailed technical specifications (configuration guide etc.) and datasheets of all products shall be accessible from the manufacturer's web site.

0.5. Tüm ürünlerin teknik özelliklerine ait detaylı bilgilere (configuration guide vb.) ve veri sayfalarına (datasheet) üreticinin web sitesinden ulaşılacaktır.

0.6. Datasheets belonging to the devices and manuals about operating systems they are on, their use, implementation of protocols mentioned in the specification and technical specifications of the devices shall be delivered with the product in English or Turkish, in a CD/DVD media (preferably in pdf format).

0.6. Cihazlara ait veri sayfaları (datasheetler), üzerlerindeki işletim sistemlerine, kullanımlarına, şartnamede bahsi geçen protokollerin uygulamalarına ve cihazların teknik özelliklerine ait el kitapçıkları (manueller) İngilizce veya Türkçe olarak bir CD/DVD medya içerisinde (tercihen pdf formatında) ürünle birlikte teslim edilecektir.

0.7. In the installation phase; the equipment and installation materials whose technical specifications are not defined in this specification, but to be used to make the system work, may be used by the contractor upon UNDP's approval. To ensure that the system works, all equipment not mentioned in the Contractor's offer shall be provided by the contractor free of charge during the installation phase.

0.7. Montaj aşamasında, bu şartnamede teknik özelliği tanımlanmayan fakat sistemin çalışması için kullanılacak teçhizat ve montaj malzemesi UNDP'nin onayı alındıktan sonra tedarikçi tarafından kullanılabilir. Sistemin çalışması için, tedarikçi teklifinde yer almayan her türlü teçhizat, montaj aşamasında tedarikçi tarafından ücretsiz olarak sağlanacaktır.

0.8. Operating, installation, repair-maintenance books and if applicable, other technical diagrams and technical documents (including power supplies) shall be provided.

0.8. Temel cihazlar için işletme, kurulum, tamir-bakım kitapları ve eğer var ise diğer teknik şemalar, teknik dokümanlar (güç kaynakları dâhil) sağlanacaktır.

0.9. All special tools, test devices and customization apparatus required for the use of the devices shall be provided.

0.9. Cihazların kullanımı için gerekli olan tüm özel alet, test cihazı, ayar aparatlar sağlanacaktır.

0.10. All necessary special interface, software, cables, connectors and other accessories for offered devices shall be provided.

0.10 Teklif edilen cihazlar için tüm gerekli özel arabirim, yazılım, kablo, konektör ve diğer aksesuarlar sağlanacaktır.

0.11. Original documents and manuals on the use, operation, maintenance and repair of the purchased systems, products and software shall be provided. No extra payment shall be requested for these documents. All software offered with the devices shall be licensed and provided in flash drive or CD. The software shall be updated free of charge throughout the warranty period.

0.11. Satın alınan sistemlerin, ürünlerin ve yazılımların kullanım, operasyon, bakım ve tamir bilgilerini kapsayan orijinal doküman ve kitapları verilecektir. Bu dokümanlar için ek ücret talep edilmeyecektir. Cihazlarla birlikte teklif edilen tüm yazılımlar lisanslı olacak ve flash bellek veya CD'de sağlanacaktır. Yazılımlar garanti süresince ücretsiz olarak güncellenecektir.

0.12. Technical documents for all devices and if applicable, brochures shall be provided within the offer to be submitted by the Offerors.

0.12. İhale değerlendirilmesinde kullanılmak üzere tüm cihazlara ait teknik dokümanlar ve varsa broşürler teklif sahipleri tarafından teklifin içerisinde sağlanacaktır.

0.13. The Offerors are obliged to fulfil the conditions of the specifications as a whole.

0.13. Teklif Sahipleri şartname koşullarını bir bütün olarak sağlamak zorundadır.

0.14. The Contractor shall carry out the entire installation of the system.

0.14. Tedarikçi, sistemin tüm kurulumunu yapacaktır.

0.15. All devices necessary for the system shall be configured and delivered in working condition by the Contractor.

0.15. Sistem için gerekli olan tüm cihazlar Tedarikçi tarafından konfigürasyonu yapılacak ve çalışır halde teslim edilecektir.

0.16. All additional materials related to installation shall be covered by the Contractor.

0.16. Kurulum ile ilgili tüm ek malzemeler Tedarikçi tarafından karşılanacaktır.

0.17. The installation procedure shall be coordinated with technical personnel assigned by UNDP and the installation shall be carried out at the desired place and time with the desired configuration.

0.17. Kurulum işleminde UNDP tarafından belirlenen teknik görevlileri ile koordine olunacak, istenilen yer ve zamanda istenilen konfigürasyon ile kurulum işlemi yapılacaktır.

0.18. The installation shall be carried out in compliance with the hardware manufacturers' recommendation for best installation (Best Practice).

0.18. Kurulum, donanım üreticilerinin tavsiye ettiği en iyi kurulum (Best Practice) yapısına uygun olarak yapılacaktır.

0.19. The Manufacturer (Brand) names provided throughout the Technical Specifications are for reference purpose only. The Offerors may offer items produced by a different Manufacturer, given that the provided item is at least of equal specifications to the item provided in the Technical Specification.

0.19. Teknik Şartname boyunca belirtilen Üretici (Marka) isimleri yalnızca referans olması için belirtilmiştir. İstekliler, teklif edilen ürünün özellikleri en az Teknik Şartname'de belirtilen ürünün özelliklerine eşit olması kaydıyla başka bir Üretici tarafından üretilmiş bir ürün teklif edebilirler.

0.20. The Offerors are obliged to Offer products from one single manufacturer (brand) for all items in the RFQ, in order to ensure compatibility among the items and for the sake of simplicity in terms of maintenance and after sale services.

0.20. Ürünler arasındaki uyumluluğu sağlamak ile birlikte bakım ve satış sonrası hizmetlerde kolaylık olması amacıyla; Teklif Sahipleri, Teklife Davet'te belirtilen tüm kalemler için tek bir üreticinin (markanın) ürünlerini teklif etmek zorundadırlar.

Items to be Supplied <i>Talep Edilen Ürün</i>	VIDEO EDITING COMPUTER VIDEO DÜZENLEME BİLGİSAYARI	
Quantity <i>Adet</i>	2	
Item No <i>Kalem</i>	1.1	
Spec No <i>Özellik No</i>	Required Specifications and Terms <i>İstenilen Özellik ve Şartlar</i>	Specifications Offered <i>Teklif Edilen Özellikler</i>
1.	<p>1. Specifications of the Central Processing Unit (CPU) <i>1. Merkezi İşlem Birimi (CPU) Özellikleri</i></p> <p>1.1. It shall have at least 2 central processing units. Each central processing unit shall have at least 16 cores and each core shall have a normal mode running frequency of at least 2,30 GHz. <i>1.1. En az 2 adet merkezi işlem birimi olacaktır. Merkezi işlem biriminin her biri en az 16 çekirdekli olacak ve her bir çekirdeğin normal mod çalışma frekansı en az 2,30 GHz olacaktır.</i></p> <p>1.2. The central processing unit shall be from the second-generation scalable Xeon processor family and shall have at least 22 MB cache. <i>1.2. Merkezî işlem birimi ikinci nesil ölçeklenebilir Xeon işlemci ailesinden olup, en az 22 MB ön belleğe sahip olacaktır.</i></p> <p>1.3. The central processing unit shall have a fan or cooler. <i>1.3 Merkezî işlem biriminde fan veya soğutucu olacaktır.</i></p> <p>1.4. The central processing unit shall be compatible with 64 bit operating systems <i>1.4. Merkezî işlem birimi 64 bit işletim sistemleriyle uyumlu çalışacaktır.</i></p> <p>1.5. The central processing unit shall be compatible with FCLGA 3647 type socket <i>1.5. Merkezî işlem birimi FCLGA 3647 soket tipine uyumlu olacaktır.</i></p>	
2.	<p>2. Specifications of the Computer Case <i>2. Bilgisayar Kasasının Özellikleri</i></p>	

	<p>2.1. The case shall be a convertible tower (vertical type). <i>2.1 Kasa, dönüştürülebilir tower (dikey tip) olacaktır.</i></p> <p>2.2. The case shall have power cables. <i>2.2. Kasa, güç kablolarına sahip olacaktır.</i></p> <p>2.3. The case shall have at least 2 dual side inlet power supply fans for cooling. <i>2.3. Kasada soğutma için en az 2 adet güç kaynağı fan olacaktır.</i></p> <p>2.4. Hard disk, graphics card and optical drivers shall allow for toolless installation and removal. <i>2.4. Sabit disk, ekran kartı ve optik sürücüler, kasa içinde bulunan yuvalarına alet kullanılmadan sökülüp takılabilecek özellikte olacaktır.</i></p> <p>2.5. The case shall have a built-in speaker. <i>2.5. Kasada dâhili hoparlör olacaktır.</i></p> <p>2.6. Front panel of the case shall have at least 1 audio input and at least 4 USB 3.0 ports. <i>2.6. Kasanın ön tarafında en az 1 adet ses girişi ile en az 4 adet USB 3.0 bağlantı noktası bulunacaktır.</i></p> <p>2.7. The case shall have at least a 1125W active PFC power supply with at least 90% efficiency. <i>2.7. Kasa üzerinde en az %90 verimlilikte ve en az 1125W W Aktif PFC güç kaynağı bulunacaktır.</i></p>	
3.	<p>3. Specifications of the Motherboard <i>3. Anakart Özellikleri</i></p> <p>3.1. The motherboard shall have at least 2000 MHz FSB. The device shall have at least Intel C622 chipset that is compatible with the processor. <i>3.1. Anakart en az 2000 MHz hızında FSB'ye sahip olacaktır. Cihaz üzerinde işlemci ile uyumlu en az Intel C622 yonga seti olacaktır.</i></p> <p>3.2. The motherboard shall at least 2 FCLGA3647 processor slots. <i>3.2. Anakart üzerinde en az 2 adet FCLGA3647 slot tipinde işlemci yuvası olacaktır.</i></p>	

	<p>3.3. The motherboard shall have at least 24 (DIMM memory slots, each compatible with DDR4 ECC memory module.</p> <p><i>3.3. Anakart, her birine DDR4 ECC bellek modülü takılabilen, en az 24 adet DIMM bellek yuvasına sahip olacaktır.</i></p> <p>3.4. The motherboard shall support DDR4 memory with a total of at least 1.5 TB LRDIMM capacity.</p> <p><i>3.4. Anakart, toplam en az 1.5 TB LRDIMM kapasiteli DDR4 belleğini destekleyecektir.</i></p> <p>3.5. The motherboard shall have at least following built-in expansion slots:</p> <p><i>3.5. Anakart, bütünleşmiş şekilde en az aşağıdaki genişleme slotlarına sahip olmalıdır:</i></p> <ul style="list-style-type: none"> • 1 PCIe Gen3 x8, • 4 PCIe Gen3 x16, • 2 PCIe Gen3 x4. <p>3.6. The motherboard shall have at least the following input output units:</p> <p><i>3.6. Anakart üzerinde en az aşağıdaki giriş çıkış birimleri bulunmalıdır:</i></p> <ul style="list-style-type: none"> • 4 USB 3.1 Gen1, • 2 USB 3.1 Gen2, • 6 USB 3.0 Gen1, • 1 Serial port, • 1 PS/2. <p>3.7. In order to connect at least 8 SATA hard disks and SATA optical drives, the motherboard shall have built-in SATA disk controllers, each having at least 6,0 Gbps speed.</p> <p><i>3.7. Anakart üzerinde, en az 8 adet SATA sabit diski ve SATA optik sürücüyü bağlamak için her biri en az 6,0 Gbps hızında, bütünleşik SATA disk denetleyicisi bulunacaktır.</i></p> <p>3.8. The motherboard shall have at least 2 ethernet ports (RJ45) that support 10/100/1000 Mbps speeds and at least 1 serial port.</p> <p><i>3.8. Anakart, en az 2 adet 10/100/1000 Mbps hızları destekleyen Ethernet portuna (RJ45) ve en az 1 adet seri porta sahip olacaktır.</i></p>	
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4.	4. Main Memory Specifications 4. Ana Bellek Özellikleri <p>4.1. The main memory shall consist of a minimum total of 64 GB DDR4 memory modules, each having at least 16 GB capacity with at least 2933 MHz speed.</p> <p><i>4.1. Ana bellek, her biri en az 16 GB kapasitesinde ve en az 2933 MHz hızında toplam en az 64 GB kapasiteli DDR4 bellek modüllerinden oluşacaktır.</i></p>	
5.	5. Hard Disk Specifications 5. Sabit Disk Özellikleri <p>5.1. The computers shall have 1 disk which is at least M.2 512GB TLC SSD</p> <p><i>5.1. Bilgisayarlarda, en az 1 adet M.2 512GB TLC SSD disk bulunacaktır.</i></p> <p>5.2. The computers shall have 1 disk which is at least PCIE Dual Pro 512GB TLC SSD</p> <p><i>5.2. Bilgisayarlarda, 1 adet en az PCIE Dual Pro 512GB TLC SSD disk bulunacaktır.</i></p> <p>5.1 The computers shall have 1 hard disk which has at least 4 TB capacity and 7200 rpm SATA 3.5 (Enterprise Class).</p> <p><i>5.1 Bilgisayarlarda, 1 adet en az 4 TB kapasitede ve 7200 rpm SATA 3.5 (Enterprise sınıf) sabit disk bulunacaktır.</i></p>	
6.	6. Sound Card Specifications 6. Ses Kartı Özellikleri <p>6.1. The sound card shall be built-in to the motherboard.</p> <p><i>6.1. Ses kartı, anakarta bütünleşik olacaktır.</i></p>	
7.	7. Internal Optical Disk Drive Specifications 7. Dâhilî Optik Disk Sürücü Özellikleri <p>7.1. The computer offered shall have a thin form factor (9.5 mm) optical drive with at least SATA connection. It must also be able to write on DVD+/-RW disks.</p> <p><i>7.1. Teklif edilen bilgisayar üzerinde ince formda (9.5 mm), en az SATA bağlantılı optik sürücü olacaktır. Sürücü DVD+/-RW disklerle de yazma yapabilmelidir.</i></p>	
8.	8. Graphics Card Specifications 8. Grafik Kartı Özellikleri	

	<p>8.1. The graphics card shall be compatible with PCI Express 3.0 x16 and shall not be built-in to the motherboard. <i>8.1 Grafik kartı PCI Express 3.0 x16 ile uyumlu olacak anakarta t�mle�ik olmayacaktır.</i></p> <p>8.2. The graphics card shall be NVIDIA Quadro 4000 family or equivalent and have at least 8 GB GDDR6 unshared memory and at least 256 bit memory bus. It shall support 4 monitors simultaneously. <i>8.2. Grafik kartı payla�ımsız, NVIDIA Quadro 4000 ailesi veya e�de�eri olup en az 8 GB GDDR6 belle�e, en az 256 bit bellek veri yoluna sahip olacaktır. Aynı anda 4 monit�r deste�i olacaktır.</i></p> <p>8.3. The graphics card shall support at least DirectX 12 and up as well as Open GL 4.5 and Vulkan 1.0 versions at least. <i>8.3. Grafik kartı, en az DirectX 12 ve �zeri ile en az Open GL 4.5 ve Vulkan 1.0 versiyonları destekleyecektir.</i></p> <p>8.4. The graphics card shall support at least 5120 x 2880 pixels resolution and at least 60 Hz frequency. <i>8.4. Grafik kartı en az 5120 x 2880 piksel �z�n�rl��� ve en az 60 Hz frekansı destekleyecektir.</i></p>	
9.	<p>9. Keyboard and Mouse Specifications 9. Klavye ve Fare �zellikleri</p> <p>9.1. The keyboard shall be Turkish Q pattern with USB connection interface. <i>9.1. Klavye T�rk�e Q dizili�e sahip ve USB ba�lantı arabirimli olacaktır.</i></p> <p>9.2. The mouse shall have at least 2 buttons, a scroll wheel and be optical. <i>9.2. Fare en az 2 tu�lu, kaydırmalı (scroll) ve optik olacaktır.</i></p> <p>9.3. The mouse shall have USB connection interface. <i>9.3. Fare USB ba�lantı arabirimli olacaktır.</i></p>	
10.	<p>10. Monitor Specifications 10. Monit�r �zellikleri</p> <p>10.1. Each computer shall be delivered with at least two monitors the minimum specifications of which are specified below.</p>	

	<p>10.1. Her bir bilgisayar aşağıda asgari özellikleri belirtilen en az iki adet monitor ile birlikte teslim edilecektir.</p> <p>10.2. The monitors shall have a diagonal size of at least 31.5 inches and be LED flat screen. 10.2 Monitörler en az 31.5 inç köşegen uzunluğunda, LED düz ekran olacaktır.</p> <p>10.3. The monitors shall work with at least 60 Hz frequency and support at least 2560x1440 pixel resolution. 10.3 Monitörler en az 60 Hz frekansta çalışacak ve en az 2560x1440 piksel çözünürlüğü destekleyecektir.</p> <p>10.4. The monitors shall have at least 1 DisplayPort™ 1.2 inch (with HDCP support); 1 HDMI 1.4 (with HDCP support); 1 USB Type-C™. (DisplayPort™ 1.2, maximum 15 W power supply) and 1 USB Type-C™ (DisplayPort™ 1.4, up to 15 W power supply); 4 USB 3.1 (1 upstream, 3 downstream) ports. 10.4. Monitörlerin en az 1 DisplayPort™ 1.2 inç (HDCP desteği ile); 1 HDMI 1.4 (HDCP desteği ile); 1 USB Type-C™. (DisplayPort™ 1.2, en fazla 15 W güç beslemesi) ve 1 USB Type-C™ (DisplayPort™ 1.4, 15 W'a varan güç beslemesi); 4 USB 3.1 (1 yukarı akış, 3 aşağı akış) girişi olacaktır.</p> <p>10.5. The monitors shall have a static contrast ratio of at least 3000:1 and static and brightness ratio shall be at least 350 cd/m². 10.5. Monitörlerin statik kontrast oranı en az 3000:1 statik ve parlaklık oranı en az 350 cd/m² olacaktır.</p> <p>10.6. The monitor shall have a maximum refresh rate of 7 milliseconds. 10.6. Monitörün tepkime süresi en fazla 7 milisaniye olacaktır.</p> <p>10.7. The monitor shall be low blue light compatible for eye protection. 10.7. Monitör gözleri korumak için düşük mavi ışık filtresi ile uyumlu olacaktır.</p> <p>10.8. The monitor stand shall have tilt and pivot features and adjustable height. 10.8. Monitör standının tilt ve pivot özelliği olacak ve yüksekliği ayarlanabilecektir.</p> <p>10.9. The monitors shall be delivered along with full motion monitor stands having features of dual monitor setup, pan and tilt.</p>	
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	<i>10.9. Monitörler. çift Monitor takılabilen swivel, pan ve tilt özellikleri bulunan tam hareketli ekran kolu ile birlikte teslim edilecektir.</i>	
11.	<p>11. Software Specifications – When used with Windows operating system</p> <p><i>11. Yazılım Özellikleri Windows işletim sistemi ile kullanıldığı zaman</i></p> <p>11.1. It must have been developed by the computer manufacturer and be provided free of charge together with a central management software that allows remote access.</p> <p><i>11.1. Bilgisayar üreticisi tarafından geliştirilmiş ve uzaktan erişim sağlayan bir merkezi yönetim yazılımı birlikte ücretsiz verilmelidir.</i></p> <p>11.2. The device must be bundled with the performance optimization software developed by the computer manufacturer.</p> <p><i>11.2. Bilgisayar üreticisi tarafından geliştirilmiş performans optimizasyonu sağlayan yazılım cihazla birlikte gelmelidir.</i></p>	
12.	<p>Each item of the proposed system shall be provided under a single manufacturer including monitors.</p> <p><i>Teklif edilecek sistemin her bir bileşeni, monitörler de dahil olmak üzere, tek bir üretici kapsamında sağlanacaktır.</i></p>	

Items to be Supplied Talep Edilen Ürün	VIDEO ARCHIVING COMPUTER VIDEO ARŞİVLEME BİLGİSAYARI	
Quantity Adet	1	
Item No Kalem	1.2	
Spec No Özellik No	Required Specifications and Terms İstenilen Özellik ve Şartlar	Specifications Offered Teklif Edilen Özellikler
1.	The manufacturer company of the proposed External Storage Unit shall be one of the “Leaders” brands in Gartner's Magic Quadrant reports which were published in 2018 for General-Purpose Disk Arrays. <i>Teklif edilen Harici Depolama Biriminin üretici firması, 2018’de yayımlanan Gartner's Magic Quadrant General-Purpose Disk Arrays raporlarında adı geçen “Lider” markalardan biri olmalıdır.</i>	
2.	The proposed storage unit shall be a single system. The storage shall not be combined with virtualization and/or storage cluster and similar technologies. The proposed storage system shall be provided under a single manufacturer, each custom-made for the storage system with software and hardware components. <i>Teklif edilen depolama birimi tek sistem olacaktır. Depolama, sanallaştırma ve/veya depolama kümesi ve benzer teknolojiler ile birleştirilmeyecektir. Teklif edilen depolama sistemi, yazılım ve donanımın her bir bileşeni ile birlikte depolama sistemi için özel hazırlanmış olarak, tek bir üretici kapsamında sağlanacaktır.</i>	
3.	The proposed storage system shall support the FC protocols with one redundant dual controller unit. The licenses which are required for FC protocols shall be offered with the maximum capacity supported by the system. <i>Teklif edilen depolama sistemi, fazladan bir adet çift denetleyici birimi ile FC protokollerini destekleyecektir. FC protokolleri için gereken lisanslar, sistemin desteklediği azami kapasite ile sunulacaktır.</i>	
4.	The proposed storage system shall have at least 16GB of cache in total, at least 8GB on each controller.	

	<i>Teklif edilen depolama sistemi, her bir denetleyicide en az 8 GB olmak üzere toplamda en az 16 GB önbelleğe sahip olacaktır.</i>	
5.	The proposed storage system shall be capable of expanding to maximum 192 drives. <i>Teklif edilen depolama sistemi, azami 192 sürücüye kadar genişletilebilir olacaktır.</i>	
6.	The proposed storage system shall include back-end disk interface of a 6Gbps SAS in order to provide connection between the disk shelves and controller units. <i>Teklif edilen depolama sistemi, disk rafları ve denetleyici birimleri arasında bağlantı sağlanması için 6 Gbps SAS back-end disk arayüzü içerecektir.</i>	
7.	On the proposed storage system shall have at least 4 Fiber Channel (FC) ports that support minimum 16 Gbps bandwidth in order to provide front-end connection between the controller units and the hosts. <i>Teklif edilen depolama sistemi, denetleyici birimler ve ana bilgisayarlar arasındaki front-end bağlantıyı sağlamak için en az 16 Gbps bant genişliği destekleyen en az 4 Fiber Channel (FC) portuna sahip olacaktır.</i>	
8.	The proposed storage system shall support performance (IOPs) and Bandwidth prioritization (QoS) for required resources. The licenses required for this feature shall be offered with the maximum capacity supported by the system. <i>Önerilen depolama sistemi, gereken kaynaklar için performans (IOPler) ve bant genişliği önceliklendirme (QoS) desteğine sahip olacaktır. Bu özellik için gerekli lisanslar, sistemin desteklediği azami kapasite ile verilecektir.</i>	
9.	The proposed storage system shall have the “Thin Provisioning” feature. The licenses required for this feature shall be offered with the maximum capacity supported by the system. <i>Önerilen depolama sisteminde “Thin Provisioning” özelliği bulunacaktır. Bu özellik için gerekli lisanslar, sistemin desteklediği azami kapasite ile verilecektir.</i>	
10.	The proposed storage system shall support RHEL, SLES, Microsoft Windows Server operating systems, and VMware, Hyper-V virtualization systems. <i>Teklif edilen depolama sistemi RHEL, SLES, Microsoft Windows Server işletim sistemleri ile VMware ve Hyper-V sanallaştırma sistemlerini destekleyecektir.</i>	

11.	<p>The proposed storage system shall have 120 TB raw capacity (without RAID configuration) with MDL-SAS or NL-SAS LFF drives.</p> <p><i>Önerilen depolama sistemi, MDL-SAS ya da NL-SAS LFF sürücülerini ile 120 TB ham (RAID ayarı olmadan) kapasiteye sahip olacaktır.</i></p>	
12.	<p>The proposed storage system shall be offered with a manufacturer's warranty package for 3 years against hardware failures. Within the scope of this warranty package, 24/7 calls shall be able to be responded and the malfunction shall be intervened within 4 hours of fault detection.</p> <p><i>Önerilen depolama sistemi, donanım arızalarına karşı 3 yıllık üretici garanti paketi ile verilecektir. Bu garanti paketi kapsamında, 7 gün 24 saat boyunca çağrılara cevap verilecek ve arızanın tespit edilmesinden itibaren 4 saat içinde arızaya müdahale edilecektir.</i></p>	
13.	<p>13.1. Whole system shall be placed in 19" racks and necessary rack installation kits shall be provided.</p> <p><i>13.1. Tüm sistem 19" raklara yerleştirilecek ve gerekli rak montaj kitleri sağlanacaktır.</i></p>	

Item to be Supplied <i>Tedarik Edilecek Ürün</i>	VIDEO STREAMING SERVER VIDEO STREAM SUNUCUSU	
Quantity <i>Adet</i>	1	
Item No <i>Kalem</i>	1.3	
Spec No <i>Özellik No</i>	Required Specifications and Terms <i>İstenilen Özellik ve Şartlar</i>	Specifications Offered <i>Teklif Edilen Özellikler</i>
1.	<p>1. GENERAL TERMS FOR SERVER 1. SUNUCU GENEL ÖZELLİKLERİ</p> <p>1.1. It shall be possible to remotely monitor all equipment in the system with SNMP or similar protocols and the necessary software for this shall be included in the offer. <i>1.1. Sistemde bulunan tüm teçhizatın SNMP ya da benzer protokollerle uzaktan görüntülenmesi mümkün olacak ve bunun için gerekli yazılım teklife dahil edilecektir.</i></p> <p>1.2. Since all device cases and control panels are to be placed in 19" racks unless specified otherwise, they shall be 19" and necessary rack installation kits shall be provided. <i>1.2. Tüm cihaz kasaları ve kontrol panelleri aksi belirtilmedikçe 19" raklara yerleştirileceğinden, 19" boyutunda olacak ve gerekli rak montaj kitleri sağlanacaktır.</i></p> <p>1.3. Server devices shall be offered together with redundant power supply. <i>1.3. Sunucu cihazları yedekli (redundant) güç kaynağı ile birlikte teklif edilecektir.</i></p> <p>1.4. Devices to be offered shall be CE certified. <i>1.4. Teklif edilecek ürünler CE sertifikalı olacaktır.</i></p>	
2.	<p>2. SYSTEM STANDARDS 2. SİSTEM STANDARTLARI</p> <p>2.1. The device shall work with 200-240 V AC and 200-240 V AC monophase mains voltage. <i>2.1. Cihaz 200-240 V AC ve 50 ±5 % Hz mono-faz şehir şebekesinde çalışacaktır.</i></p> <p>2.2. Unless specified otherwise in the relevant section, the devices shall work between 10°C to 35°C and 30% to 70%</p>	

	<p>relative humidity and without any problems in their technical characteristics.</p> <p><i>2.2. İlgili bölümde aksi belirtilmedikçe cihazlar 10°C - 35°C sıcaklık aralığı ve 30%, -70% bağıl nem aralığında, teknik karakteristiklerinde herhangi bir problem olmaksızın çalışacaktır.</i></p> <p>2.3. All main power plugs shall be IEC (European) type and locked IEC shall be used as much as possible.</p> <p><i>2.3. Cihazların tüm ana besleme fişleri IEC (Avrupa) tipte olacak, mümkün olduğunca kilitli IEC kullanılacaktır.</i></p>	
3.	<p>3. SERVER SYSTEM SPECIFICATIONS</p> <p>3. SUNUCU SİSTEMİ ÖZELLİKLERİ</p> <p>3.1. The server manufacturer shall be in the “Leaders” section in Gartner's 2016 Magic of Quadrant for modular servers report.</p> <p><i>3.1. Sunucu üreticisi, 2016 Yılında yayınlanan GARTNER danışmanlık şirketinin “Magic OF Quadrant for modular Servers” raporunda “Leaders (Liderler) bölümünde yer alacaktır.</i></p> <p>3.2. The servers to be offered shall be of rack type and have a height of 2U.</p> <p><i>3.2. Teklif edilecek sunucular Rack tipinde ve 2U yüksekliğinde olmalıdır.</i></p> <p>3.3. The server shall have at least 2 physical processor sockets.</p> <p><i>3.3. Sunucu üzerinde en az 2 adet fiziksel işlemci yuvası bulunacaktır.</i></p> <p>3.4. The server shall have at least 2 processors from Intel® Xeon® Scalable Processors family (2nd Generation) with a minimum frequency speed of 2,7 GHz.</p> <p><i>3.4. Sunucu üzerinde en az 2 adet, Intel® Xeon® Scalable Processors ailesinden (2. nesil) temel çalışma frekans hızı en az 2,7GHz olan işlemciler bulunacaktır.</i></p> <p>3.5. Each processor on the server shall be of 14nanometer architecture and have at least 12 cores.</p> <p><i>3.5. Sunucu üzerindeki her bir işlemci 14 nanometre mimarisinde üretilmiş ve en az 12 adet çekirdeğe sahip olacaktır.</i></p> <p>3.6. Central processing units of the server shall be able to work in 64-bit architecture.</p> <p><i>3.6. Sunucunun merkezi işlem birimleri 64-bit mimaride çalışabilecektir.</i></p> <p>3.7. Each processor on the server shall have at least 19,25MB cache.</p>	

3.7. Sunucu üzerindeki her bir işlemci üzerinde en az 19,25MB ön bellek bulunacaktır.

3.8. Between the processors on the server, there shall be 3 (three) UPI links with a minimum speed of 10.4 GT/s.

3.8. Sunucu üzerindeki işlemciler arasında hızı en az hızı 10.4 GT/s olan 3) adet UPI link veri yolu olacaktır.

3.9. Memory modules on the server shall have error correcting (chipkill, Advanced ECC or similar technologies) features.

3.9. Sunucu üzerindeki bellek modüllerinde hata düzeltecek özelliğe (chipkill, Advanced ECC, veya benzer teknolojiler) sahip olacaktır.

3.10 The servers to be proposed shall have at least 4 16GB RDIMM 2933 Mhz MT/s Dual Rank memory in working condition, and a total of at least 64GB DDR4 2933 MHz RDIMM memory. These shall be the ones provided by the server manufacturer together with their warranty. The server shall have at least 24 memory slots and shall be expandable to at least 1.5 TB memory.

3.10. Teklif edilecek sunucular üzerinde en az 4 Adet 16GB RDIMM 2933 Mhz MT/s Dual Rank bellek çalışır durumda ve toplamda en az 64GB DDR4 2933 MHz RDIMM bellek bulunacaktır. Bu Bellekler sunucu üreticisi tarafından sağlanan ve garantisi sunucu üreticisi tarafından verilecek bellekler olmalıdır sunucu üzerinde en az 24 adet bellek yuvası bulunacak ve en az 1.5TB belleğe kadar genişleyebilir olacaktır.

3.11. The server shall be able to house SAS, SATA and SSD disks. It shall have at least 8 2.5" hot-plug disk sockets.

3.11. Sunucuya SAS, SATA ve SSD diskler takılabilmelidir. Sunucu üzerinde en az 8 adet 2.5" hot-plug disk yuvası bulunmalıdır.

3.12. The server shall have a 12 Gbps SAS RAID card that contains 2 GB cache and has battery or flash protection support. The RAID card and RAID-0/1/5/6/10/50/60 functions shall be actively present. If license is required for the desired RAID levels, it shall be included in the offer.

3.12. Sunucuda en az 2 GB ön bellek içeren, pil veya flash koruma desteği olan 12 Gbps hızında SAS RAID kartı bulunacaktır. RAID kartı ile RAID-0/1/5/6/10/50/60 fonksiyonları aktif olarak bulunmalıdır. İstenen RAID seviyelerinin desteği için lisans gerekliyse teklife eklenecektir.

3.13. The server RAID controller shall have encryption support. The server RAID controller shall be able to do

	<p>encryption on its own without using the central processing unit resources. If encryption feature cannot be provided by the server RAID controller, at least 40% additional memory for each server shall be included in the offer.</p> <p><i>3.13. Sunucu RAID denetleyicisinin kriptolama desteği olacaktır. Sunucu RAID denetleyicisi kriptolama işlemini kendisi yapabilecek, merkezi işlemci birimi kaynaklarını kullanmayacaktır. Eğer kriptolama özelliği sunucu RAID denetleyicisi tarafından sağlanamıyorsa her sunucu için en az %40 ilave bellek teklife dahil edilecektir.</i></p> <p>3.14. The server shall have at least 2 480 GB SATA Read Intensive 6 Gbps SSD with Hot Plug feature.</p> <p><i>3.14. Sunucu üzerinde en az 2 adet Hot Plug özelliğe sahip 480 GB SATA Read Intensive 6 Gbps SSD sabit disk bulunacaktır.</i></p> <p>3.15. The server shall have at least 6 2.4 TB 12Gbps SAS hard disk with at least 10000 rpm rotational speed and Hot Plug feature.</p> <p><i>3.15. Sunucu üzerinde en az 6 adet 2.4TB en az 10000 rpm dönme hızında Hot Plug özelliğe sahip 12Gbps SAS sabit disk bulunacaktır.</i></p> <p>3.16. The server shall have a Power Supply of at least 800W with hot-swap feature and in redundant configuration.</p> <p><i>3.16. Sunucunun üzerinde, hot-swap ve redundant (yedekli) yapıda en az 800W Power Supply bulunacaktır.</i></p> <p>3.17. The server shall have hot-swap cooling fans in redundant configuration.</p> <p><i>3.17. Sunucunun üzerinde, hot-swap ve redundant yapıda soğutma fan'lar bulunacaktır.</i></p> <p>3.18. The server shall have 4 1Gb Full Duplex ethernet port that is integrated or in card configuration.</p> <p><i>3.18. Sunucuda 4 adet 1 Gb Full Duplex çalışabilen entegre veya kart şeklinde ethernet portu bulunacaktır.</i></p> <p>3.19. The server shall have at least 2 10Gb SFP+ port. Together with cards, 10Gbps SFP+ SR modules shall be provided as many as the number of ports.</p> <p><i>3.19. Sunucuda en az 2 Ad. 10Gb SFP+ portu bulunacaktır. Kartlar ile birlikte port sayısı kadar 10Gbps SFP+ SR modüller verilmelidir.</i></p> <p>3.20. The server shall have 1 12GB SAS modular controls.</p> <p><i>3.20. Sunucuda 1 adet 12Gb hızında SAS Modüler kontroller verilmelidir.</i></p>	
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	<p>3.21. The server shall have 1 internal DVD/RW driver. <i>3.21. Sunucuda 1 adet dahili DVD/RW sürücü bulunacaktır.</i></p> <p>3.22. The servers shall have at least 6 PCI- Express 3.0 expansion slots. At least 1 of these slots shall be PCI Express x16 Gen3. <i>3.22. Sunucular üzerinde en az 6 adet PCI- Express 3.0 standardında genişleme yuvası bulunmalıdır. Bu slotlardan en az 1 adedi PCI Express x16 Gen3 tipinde olacaktır.</i></p> <p>3.23. The server shall have a graphics card built-in to the motherboard, with at least 16 MB memory. <i>3.23. Sunucu üzerinde ana karta entegre en az 16MB belleğe sahip ekran kartı bulunacaktır.</i></p> <p>3.24. The servers shall be remotely controllable with a graphical interface and in case of server malfunction, the blue screen informing of malfunction shall be conveyable to the system administrator via the "blue screen capture" feature. <i>3.24. Sunucular uzaktan grafik ara yüz ile yönetilebilmelidir ve sunucuda arıza durumunda arıza bilgisini veren mavi ekran "mavi ekran yakalama" özelliği sistem yöneticisine gönderilebilmelidir.</i></p> <p>3.25. Other than the requested Ethernet ports, the server shall have a 10/100/1000 Mbit/s port dedicated to management and the management license shall be included in the offer along with the product. <i>3.25. Sunucu üzerine talep edilen Ethernet portlarının dışında yönetim için atanmış 10/100/1000 Mbit/s hızında bir adet port bulunmalı ve ürünle birlikte yönetim lisansı teklife dahil edilmelidir.</i></p> <p>3.26. The remote management module on the servers shall have the feature to convey from server BIOS screen to the remote system the graphical screenshot including the operating system. If license is required for this, it shall be offered. <i>3.26. Sunucuların üzerinde bulunan uzaktan yönetim modülünün sunucuların bios ekranından itibaren işletim sistemi dahil grafik ekran görüntüsü uzaktaki sisteme yönlendirme özelliği bulunmalıdır. Bunun için lisans gerekli ise teklif edilmelidir.</i></p> <p>3.27. All rack kits and cable management shall be provided for the server's 19" standard rack cabinet installation. <i>3.27. Sunucunun 19" standart rack kabine montajı için gerekli tüm rack kitleri ve kablo düzenleyicileri verilecektir.</i></p>	
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3.28. Rack cabinet installation rails and all necessary connections shall be delivered with the server.

3.28. Sunucu ile birlikte rak kabin montaj kızakları ve gerekli tüm bağlantı aksamaları ile teslim edilmelidir.

3.29. The server management chip shall have a security mechanism consisting of an unchangeable fingerprint to check server firmware security. The server firmware is expected to match this fingerprint. When the server comes under an attack at firmware level and this fingerprint's match fails, the server must be prevented from booting and a secure firmware must be able to boot. If said feature cannot be provided through server capabilities, security mechanisms required for firmware security shall also be included in the offer.

3.29. Sunucu yönetim çipi içerisinde sunucu firmware güvenliğini kontrol edebilmek için değiştirilemez bir parmak izinden oluşan güvenlik mekanizması bulunacaktır. Sunucuya ait firmware'in bu parmak iziyle eşleşmesi beklenmektedir. Sunucu, firmware seviyesinde bir saldırıya uğradığında ve bu parmak izi ile eşleşme sağlanmadıkça sunucunun boot etmesi engellenebilmelidir ve güvenilir bir firmware'in recover edilebilmesi sağlanmalıdır. İlgili özellik sunucu yetenekleri ile sağlanamıyorsa firmware güvenliği için gerekli güvenlik mekanizmaları ayrıca teklife dahil edilecektir.

3.30. Power control, power limitation, health check, firmware updates and adding virtual media for multiple servers shall be doable from a single management screen. If these features cannot be provided through the embedded capabilities of the server management processor; the necessary management software, the servers on which these software are to be installed, operating system licenses and if necessary, database licenses shall be included in the offer.

3.30. Birden fazla sunucunun tek bir ekrandan güç kontrolü, güç sınırlandırılması, sağlık durumlarının kontrolü, firmware güncellemeleri, sanal medya eklenmesi tek bir yönetim ekranından yapılabilir. Bu özellikler sunucu yönetim işlemcisinin gömülü kabiliyetleri ile sağlanamıyorsa gerekli yönetim yazılımları, bu yazılımların kurulacağı sunucular, işletim sistemi lisansları ve gerekiyorsa veritabanı lisansları teklife dahil edilecektir.

3.31. The servers shall have RESTful APIs. RESTful APIs allow changing of server BIOS parameters (boot settings, CPU settings, power settings, raid settings, temperature settings, security settings etc.) remotely without connecting to server BIOS screen.

3.31. *Sunucular RESTful API'lara sahip olacaktır. RESTful API'lar kullanılarak sunucu BIOS parametreleri (boot ayarları, CPU ayarları, güç ayarları, raid ayarları, sıcaklık ayarları, güvenlik ayarları, vb.) sunucu BIOS ekranına bağlanmaya ihtiyaç duyulmadan uzaktan değiştirilebilecektir.*

3.32. The servers shall have a management processor that allows remote access to servers and carries out a server's management activities. Server configuration management shall be possible with the management processor. If a license is required for server configuration management, it shall be included in the offer.

3.32. *Sunucuların üzerinde sunuculara uzaktan erişimi sağlayan ve sunucunun yönetsel faaliyetlerini gerçekleştirecek yönetim işlemcisi bulunacaktır. Yönetim işlemcisi ile sunucu konfigürasyon yönetimi yapılabilir. Sunucu konfigürasyon yönetimi için lisans gerekiyorsa, teklife dahil edilecektir.*

3.33. The system shall support improvement for applications that are sensitive to processor frequency fluctuations. This feature shall allow processor processes in turbo mode without frequency fluctuations. If this feature is not supported on the server, the server shall be offered with the most powerful processor supported.

3.33. *Sistem, işlemci frekans dalgalanmalarına duyarlı uygulamalar için iyileştirme özelliğini desteklemelidir. Bu özellik, turbo modunda çalışırken frekans dalgalanmaları olmadan turbo modunda işlemci işlemlerine izin vermelidir. Bu özellik sunucu üzerinde desteklenmiyorsa, sunucu desteklenen en yüksek işlemci ile teklif edilecektir.*

3.34. There shall be a NAND memory which could be used as secure storage space belonging to the server management processor.

3.34. *Sunucu yönetim işlemcisine ait güvenli depolama alanı olarak kullanılabilir NAND özellikli bellek bulunacaktır.*

3.35. The server will have a provisioning tool. Thanks to a chip integrated into the server, recommended or custom settings required for pre-operating system installations can be identified and required firmware and driver updates can be made without an extra CD. Following these procedures, the operating system media required for operating system installation can be used via DVD reader, USB memory or the network. If this feature is not integrated on the server, the necessary provisioning software, the servers on which the software are to be installed, operating system licenses and if needed, database licenses shall be included in the offer.

3.35. Sunucunun provizyonlama aracı olacaktır. Sunucu üzerinde entegre gelen bir chip sayesinde ekstra bir CD'ye ihtiyaç duyulmadan işletim sistemi öncesi kurulumlar için gereken önerilen veya özelleşmiş ayarlar belirlenip, ihtiyaç duyulan firmware ve sürücü güncellemeleri yapılabilecektir. Bu işlemler tamamlandıktan sonra İşletim sistemi kurulumu için gereken işletim sistemi medyası DVD okuyucu, USB bellek veya network üzerinden kullanılabilecektir. Bu özellik sunucu üzerinde entegre olarak sağlanmıyorsa gerekli provizyonlama yazılımları, bu yazılımların kurulacağı sunucular, işletim sistemi lisansları ve gerekiyorsa veritabanı lisansları teklife dahil edilecektir.

3.36 Automated failure notification system for servers shall be activatable.

3.36. Sunucular için otomatik arıza bildirim sistemi aktifleştirilebilecektir.

3.37 Hardware and health information of the servers shall be accessible via an online portal. Through the server management processor, server health shall be observable and alarms shall be issuable in case of any failure.

3.37. Sunucuların çevrimiçi bir portal üzerinden donanım ve sağlık bilgisine erişilebilecektir. Sunucu yönetim işlemcisi ile sunucuların sağlık durumları gözlemlenebilecek, herhangi bir arıza durumunda alarmlar üretilebilecektir.

3.38 There shall be virtual power feature for the servers to be turned on and off remotely. Even if the operating system crashes or the server is turned off, management processor of the server shall be accessible, turning the server on remotely and allowing access to the server's RBSU functions.

3.38. Sunucular virtual power özelliği ile uzaktan açılıp, kapatılabilmelidir. İşletim sistemi çökmüş ya da sunucu kapalı bile olsa sunucunun yönetim işlemcisine erişilebilmeli ve sunucu uzaktan açılabilmelidir, sunucunun RBSU fonksiyonlarına erişilebilmelidir.

3.39. The servers shall support virtual media feature and be able to use media such as USB memory, CD, DVD etc. connected to a remote computer.

3.39. Sunucular sanal medya özelliğini desteklemelidir, uzaktaki bir bilgisayara bağlı USB bellek, CD, DVD, vb. medyaları kullanabilmelidir.

3.40. The servers' power consumption reports, power usage and temperature shall be observable. The management processor shall allow limitation of server power consumption to a certain level.

	<p>3.40. <i>Sunucuların güç tüketim raporları, anlık güç kullanımı, sıcaklık durumları gözlemlenebilecektir. Eğer sunucunun güç tüketimi belirli bir seviyede limitlenmek istenirse, yönetim işlemcisi buna olanak sağlayacaktır.</i></p> <p>3.41. The management processor shall, independent from operating system, be able to keep logs such as power on /off, reset, user configuration change, successful-unsuccesful login attempts etc.</p> <p>3.41. <i>Yönetim işlemcisi, işletim sisteminden bağımsız olarak power on /off, reset, kullanıcı konfigürasyon değişikliği, başarılı-başarısız login girişimleri, vb. logları tutabilecektir.</i></p> <p>3.42 Against malfunctions, the server shall have a 3 year warranty involving 7/24 response in 4 hours.</p> <p>3.42. <i>Sunucu 3 yıl arızalara karşı 7x24 ve 4 saatte müdahale garantisine sahip olmalıdır.</i></p>	
4.	<p>4. SETUP AND INSTALLATION</p> <p>4. KURULUM VE MONTAJ</p> <p>4.1. The devices shall be covered by at least a 3-year warranty replacement against manufacturing defects and irreparable malfunctions, to be replaced with a new unit or a more advanced model. The product to be replaced shall be unused, brand-new and in its package. They shall not be refurbished products.</p> <p>4.1. <i>Cihazlar, üretim hatalarına ve giderilemeyen arıza durumlarına karşı yenisi veya üst modeli ile değiştirme zorunluluğuyla en az 3 yıl garanti kapsamında olacaktır. Değiştirilecek ürün daha önce hiç kullanılmamış, sıfır ve ambalajında olacaktır. Daha önce satılan ve işlem görerek tekrar satışa çıkan (refurbished) ürünler olmayacaktır.</i></p>	

ANNEX-II FORM FOR SUBMISSION OF QUOTATION / EK-II TEKLİF SUNUM FORMU

**United Nations Development Programme
(UNDP)**

**Yıldız Kule, Yukarı Dikmen Mahallesi,
Turan Güneş Bulvarı, No:106, 06550,**

Çankaya, Ankara/Turkey

REF: UNDP-TUR-RFQ(GREEK)-2020/13

Birleşmiş Milletler Kalkınma Programı (UNDP)

**Yıldız Kule, Yukarı Dikmen Mahallesi,
Turan Güneş Bulvarı, No:106, 06550,**

Çankaya, Ankara/Türkiye

REF: UNDP-TUR-RFQ(GREEK)-2020/13

**SUBJECT: PROCUREMENT OF IT
(INFORMATION TECHNOLOGIES) HARDWARE**

Dear Sir/Madam;

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions for Contracts, and hereby present our quotation for the Procurement of IT (Information Technologies) Hardware, and our agreement to provide the subject matter goods in full conformity with the Technical Specifications and requirements of UNDP as per referred in this RFQ.

We undertake, if our quotation is accepted, to provide and completely deliver and install the items as per UNDP's requirements at The Training and Doctrine Command (EDOK) in Ankara (Türkocağı Caddesi, Nasuh Akar Mah. Balgat, Çankaya, Ankara – Turkey).

**KONU: BT (BİLGİ TEKNOLOJİLERİ)
DONANIM SATIN ALIMI**

Sayın İlgili;

Aşağıda imzası bulunan bizler, UNDP Sözleşmeler İçin Genel Şart ve Koşullar'ı kabul ettiğimizi belirtir, Teknik Şartname ve Teklife Davet gerekliliklerine uyumlu olarak belirtilen ürünleri sağlayacağımıza ilişkin BT (Bilgi Teknolojileri) Donanım Satın Alımı için teklifimizi sunarız.

Teklifimizin kabul edilmesi halinde, söz konusu ürünlerin teslimat ve kurulumunu UNDP'nin gereklilikleri uyarınca Ankara'da Eğitim ve Doktrin Komutanlığı (EDOK)'a (Türkocağı Caddesi, Nasuh Akar Mah. Balgat, Çankaya, Ankara – Türkiye) gerçekleştireceğimizi taahhüt ederiz.

PRICE SCHEDULE**FİYAT ÇİZELGESİ**

Item No. Ürün No.	Item Name Ürün Adı	Quantity Adet	VAT Exclusive Unit Price (USD) KDV Hariç Birim Fiyat (USD)	VAT Exclusive Total Price (USD) KDV Hariç Toplam Fiyat (USD)
1.1	Video Editing Computer Video Düzenleme Bilgisayarı	2		
1.2	Video Archiving Computer Video Arşivleme Bilgisayarı	1		
1.3	Video Streaming Server Video Stream Sunucusu	1		
VAT EXCLUSIVE GRAND TOTAL PRICE (USD) KDV HARIÇ GENEL TOPLAM FİYAT (USD)				

I hereby, as the authorized person of the Offeror, declare that the technical specifications of the items for which we have submitted quotation(s) are reviewed and accepted without any reservation.

İsteklinin yetkili temsilcisi olarak, teklifi sunulan ürünlere ilişkin teknik şartnamenin tarafımızca okunduğunu ve kabul edildiğini beyan ederim.

The prices above exclude VAT and include all kinds of transportation, insurance, etc. costs that will come out in relation to delivery of the materials in whole to The Training and Doctrine Command (EDOK).

Yukarıda verilen fiyatlarda KDV hariç olmakla beraber, ürünlerin Eğitim ve Doktrin Komutanlığı'na (EDOK) teslim edilmesi ile ilgili oluşabilecek her türlü nakliye, sigorta vb. masraflar dahildir.

I, as the authorized person of the Offeror, hereby confirm that UNDP does not guarantee procurement of any item or any quantity stated in this RFQ and reserves the right to totally cancel this RFQ without any obligation and/or need for clarification to Offerors.

İsteklinin yetkili temsilcisi olarak, UNDP'nin bu Teklife Davet'de belirtilen hiçbir ürün ve miktarı satın almakla yükümlü olmadığını ve işbu Teklife Davet'i herhangi bir yükümlülük veya açıklama yapma zorunluluğu olmaksızın tamamen iptal etme hakkına sahip olduğunu kabul ederim.

I hereby, as the authorized person of the Offeror, also accept and confirm that we will complete the delivery and installation of the items subject of this RFQ at The Training and Doctrine Command (EDOK) latest by **15 May 2020**.

İsteklinin yetkili temsilcisi olarak, teklife konu ürünlerin Eğitim ve Doktrin Komutanlığı'na (EDOK en geç 15 Mayıs 2020'de teslim edilip kurulumunun tamamlanmış olacağını kabul ve teyit ederim.

Best regards,

Saygılarımızla,

Date / <i>Tarih</i>	:
Signature and Stamp / <i>İmza ve Mühür</i>	:
Name Surname / <i>Ad Soyad</i>	:
Title / <i>Unvan</i>	:
Offeror's Legal Title / <i>İsteklinin Yasal Unvanı</i>	:



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.

20.6 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.

20.7 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.