



## REQUEST FOR QUOTATION (RFQ) (Goods)

NAME & ADDRESS OF FIRM	DATE: <b>June 5, 2020</b>
	REFERENCE: <b>RFQ010TLS2020 -Supply, Delivery, and Installation of CCTV Camera to UN House</b>

Dear Sir / Madam:

We kindly request you to submit your quotation for **Supply, Delivery, and Installation of CCTV Camera to UN House**, as detailed in Annex 1 (Schedule of Requirements and Technical Specification) of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2 and Annex 1.

Quotations may be submitted on or before **17:00 (Timor-Leste local time) June 12, 2020** via ☐ e-mail or ☒ courier mail to the address below:

**United Nations Development Programme**  
UN House, Caicoli Street, P.O Box 558 Dili, Timor-Leste  
**Attn: Ms. Munkhtuya Altangerel, Resident Representative**  
Submission by e-mail: bids.tp@undp.org

Quotations submitted by courier mail should indicate Reference Number and Description of **“Supply, Delivery, and Installation of CCTV Camera to UN House”**

Quotations submitted by email must be limited to a maximum of 4 MB, virus-free and no more than 1 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected. **Email Subject should indicate Reference Number: RFQ010TLS2020 -Supply, Delivery, and Installation of CCTV Camera to UN House**

**Compulsory information session and site visit will be held on Tuesday, 9 June 2020 at the UN House in Caicoli Street at 10:30AM by contacted UNDP Procurement at +670 77231907.**

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> DAP
Customs clearance <sup>1</sup> , if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror
Exact Address/es of Delivery Location/s (identify all, if multiple)	UNDP Compound – UN House Caicoli Dili
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents (if using freight forwarder)	N/A
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> 3 weeks from issuing Purchase Order (PO) and signing it by both parties
Delivery Schedule	<input checked="" type="checkbox"/> Required as per Annex 1 (3 weeks from issuing of Purchase Order and signing it by both parties)
Packing Requirements	N/A
Mode of Transport	<input checked="" type="checkbox"/> LAND
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> Service providers should provide the warranty in case of new equipment and the maintenance plan for the duration of 6 months.
Deadline for the Submission of Quotation	<b>Friday, June 12, 2020 and 17.00 (Timor-Leste Time)</b>
All documentations, including catalogs, instructions, and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted OR other requirements to be compliance with	<input checked="" type="checkbox"/> Company Experience, which should not exceed fifteen (15) pages, demonstrating company at least three (3) years' experience in providing similar (supply and installation of CCTV camera systems) services and should provide proof accompanied by correspondence from referees indicating that such project was executed as well as their contactable references. <input checked="" type="checkbox"/> Project Plan Proposal/delivery schedule covering the following: a) Project plan with intermediate and final outputs and identified timeframes/milestones b) Proposed Methodology with details of cabling and CCTV logical diagram c) The successful service provider will be required to present their Project Execution Plan.

<sup>1</sup> Must be linked to INCO Terms chosen.

	<input checked="" type="checkbox"/> Provide a quote regarding the work and equipment to be undertaken for this project. The total cost must be VAT inclusive and should be quoted in USD. Detailed breakdown of the total bid must be attached as per the datasheet BoQ. <input checked="" type="checkbox"/> Duly Accomplished and signed Form as provided in Annex 2 Form for Submitting Suppliers Quotation, and in accordance with the list of requirements set in Annex 1 <input checked="" type="checkbox"/> The successful bidder will be required to provide training and support to the users after the installation of the system <input checked="" type="checkbox"/> Quality Assurance Certificates (e.g., ISO, etc.) and/or other similar certificates, if any. <input checked="" type="checkbox"/> Latest Business Registration Certificate. <input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder. <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input checked="" type="checkbox"/> The successful bidder will be required to provide training and support to the users after the installation of the system
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> <u>100% upon satisfactory delivery the items in the site and issuance of certified handover by UNDP;</u>
Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: <ul style="list-style-type: none"> <li>• Percentage of contract price per week of delay: 0.5% of the total contract amount.</li> <li>• Max. No. of days of delay from the date of Contract Completion: 20 Days; Next course of action: Termination of the contract or cancellation of PO</li> </ul>

Evaluation Criteria	<p> <input checked="" type="checkbox"/> Technical responsiveness to the specification given in the annex 2  <input checked="" type="checkbox"/> Full compliance to requirements and lowest price.  <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions.  <input checked="" type="checkbox"/> Technical Criteria 70% and Financial 30%; will be evaluated based on the following: </p> <table border="1"> <thead> <tr> <th>Criteria</th><th>Weight</th></tr> </thead> <tbody> <tr> <td>Design Proposal contains methodology and diagram for the backbone installation of fiberoptic including network diagram</td><td>10</td></tr> <tr> <td>Company experience at least 5 years in providing similar (supply and installation CCTV) service and should provide proof accompanied by correspondences from referees, 3 referees.</td><td>25</td></tr> <tr> <td>All technical specifications of equipment proposed matches the requirement, please include photos of the equipment/accessories for verifications</td><td>25</td></tr> <tr> <td>Management of projects: minimum CV of one supervisor/engineer during the installation period until completion of the job.</td><td>25</td></tr> <tr> <td>Warranty at least 6 months for all cabling installation and 1 year for all equipment and devices.</td><td>15</td></tr> </tbody> </table>	Criteria	Weight	Design Proposal contains methodology and diagram for the backbone installation of fiberoptic including network diagram	10	Company experience at least 5 years in providing similar (supply and installation CCTV) service and should provide proof accompanied by correspondences from referees, 3 referees.	25	All technical specifications of equipment proposed matches the requirement, please include photos of the equipment/accessories for verifications	25	Management of projects: minimum CV of one supervisor/engineer during the installation period until completion of the job.	25	Warranty at least 6 months for all cabling installation and 1 year for all equipment and devices.	15
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UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier												
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order												
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 20 days												
Conditions for Release of Payment	<input checked="" type="checkbox"/> Passing all Testing goods and certified by UNDP/Relevant Project <input checked="" type="checkbox"/> Completion of delivery schedule <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements												
Annexes to this RFQ	<input checked="" type="checkbox"/> Schedule of Requirements and Technical Specification (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3).  Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.												

Contact Person for Inquiries (Written inquiries only) <sup>2</sup>	<p><i>Alvaro Noronha de Sousa</i>  <i>Procurement Associate</i>  <a href="mailto:alvaro.noronha@undp.org">alvaro.noronha@undp.org</a></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
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Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

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

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (19%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP indicated above - <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html>.

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

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

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

<sup>2</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

UNDP 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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Sonia Mehzabeen  
*Operations Manager*  
June 5, 2020

**Schedule of Requirements and Technical Specifications**  
**Supply, Delivery and installation of CCTV Cameras in UN House**  
*(Included Transport cost to the place)*

No#	Description of goods and works	Qty	Price
1	<b>New wiring FiberOptic SM 12-cores that connect the following:</b>		
1.1	C3-B14 approx 180 meter of FiberOptic SM	180	
1.2	Terminate 4 cores at each of C3 & B14	8	
1.3	Terminate 4 cores at each of B14 & B13 connecting B14-B13 approx 22 meter	8	
1.4	Terminate 4 cores at each of B14 & B15 connecting B14-B15 approx 22 meter	8	
1.5	Fiber Enclosure rack mounted at B13, B14 and B15 (with SC duplex sockets tray)	3	
	<i>Note: All FiberOptic cable are laid together with existing cable patch (over air) and when underground to use strong PVC</i>		
2	<b>New wiring FiberOptic SM 12-cores that connect the following:</b>		
2.1	C3-B2 approx 70 meter	70	
2.2	Terminate 4 cores at each of B2 & C3	8	
2.3	Terminate 4 cores at each of B1 & B2 connecting, approx 22 meter	8	
2.4	another 4 cores unused (no need to quote)		
2.5	Fiber Enclosure rack mounted at B2 and B1 (with SC duplex sockets tray)	2	
	<i>Note: All FiberOptic cable are laid together with existing cable patch (over air) and when underground to use strong PVC</i>		
3	<b>New wiring FiberOptic SM 4-cores that connect the following:</b>		
3.1	C3-NorthGate approx 80 meter (terminate at NorthGate)	80	
3.2	Termination of fiber at C3 & Northgate, each 4 cores	8	
3.3	Fiber Enclosure rack mounted at Northgate (with SC duplex sockets tray)	1	
3.4	New Uplink cable STP CAT6 from C3 to Northgate (BackUP) for FO	1	
	<i>Note: All FiberOptic cable are laid together with existing cable patch (over air) and when underground to use strong PVC</i>		
4	<b>New wiring FiberOptic SM 4-cores that connect the following:</b>		
4.1	K1-Canteen approx 70 meter (terminate at Canteen)	70	
4.2	Termination of fiber at K1 & Canteen, each 4 cores	8	
4.3	Fiber Enclosure rack mounted at Canteen (with SC duplex sockets tray)	1	
4.4	New Uplink cable STP CAT6 from K1 to Canteen (BackUP) for FO	1	
	<i>Note: All FiberOptic cable are laid together with existing cable patch (over air) and when underground to use strong PVC</i>		
5	SFP: Cisco Gigabit Transceiver SM compatible with Catalyst C2960 & C3750CX	12	
6	Fiber patch code, LC-SC duplex	12	
7	<b>STP CAT6 outdoor wiring (from 6.1 until 6.9)</b> <b>Note: All STP CAT6 cable are laid together with existing cable patch (over air). When its possible, all ends of UTP and power cable to be terminated with sockets (RJ-45 Wall Socket and or Power outlet (when required, specially for PTZ)</b>		

7.1	1 unit STP From A2 to Football field approx - 38 meter (for PTZ camera), Require pipe and underground for cabling Require Power cable Steel Pole for Mounting Camera PTZ, diameter 10cm (square or round), height 5.8m Mounting and installation of camera, tested	1	
7.2	1 unit STP From C6 to Badminton area approx - 38 meter (for PTZ camera) Require PVC pipe and underground Require Power cable Steel Pole for Mounting Camera PTZ, diameter 10cm (square or round), height 5.8m Mounting and installation of camera, tested	1	
7.3	2 units STP From K1 to SolarPanel area (center) Approx 35m Cable laid over air together with existing cable path	2	
7.4	1 unit STP From B15 to Entrance of B15/B14 Approx 35m Cable laid underground using pipe when crossing road Mounting and installation of camera, tested	1	
7.5	2 units STP From EastGate to Gate, approx 10m Cable laid over air together with existing cable path Mounting and installation of camera, tested	1	
7.6	2 units STP From Canteen to West-South fence (corner) Cable laid over air together with existing cable path Mounting and installation of camera, tested	2	
7.7	Provision of 1 unit of 8U rack at EastGate Provision of 1 unit of 32 port PatchPanel 1 unit Terminate Uplinks from A2 and all cameras wiring at patchpanel	1	
7.8	Provision of 1 unit of Rack 8U at Canteen Mounting the racks on the wall, connecting power Provision of 1 unit 32-port patch-panel, all cabling to cameras, conf-room-D terminated here Installation of 2 units double-wall socket at confroom D front & rear, terminate at rack	1	
7.9	Provision of 1 unit of Rack 8U at NorthGate (MSS) Mounting the racks on the wall, connecting power unit 32-port patch-panel, all cabling to cameras, UP-Link terminate here	1	
8	NVR 64Channel 12TB for recording	1	
9	Dome Camera	5	
10	PTZ Camera including accessories for mounting	2	
11	Fixed (bullet) cameras - including accessories for mounting	5	
12	Decommissioning, installation, configuration, documentation and report (lot)	1	
	<i>Notes for cameras: includes brackets and accessories. All camera should be tested, rectify to be in working condition, and are able to connect to NVR at C3, and are able to be viewed/monitored at SOU room at B13</i>		



## CAMERA SPECIFICATIONS

### PTZ

progressive scan CMOS  
U to 2560 1440 @30fps resolution  
Ultra-low light:  
Color: 0.005Lux @(F1.6, AGC ON)  
B/W: 0.001Lux @(F1.6, AGC ON)  
0 Lux with IR  
25 optical zoom, 16 digital zoom  
WDR, HLC, BLC, 3D DNR, Defog, EIS, Regional Exposure, Regional Focus  
Up to 100 m IR distance  
12 VDC & PoE+ (802.3at, class4)  
Support H.265+/H.265 video compression  
Outdoor  
Network Interface: RJ-45 10/100/1000Mb self-adaptable Ethernet slot  
Supported Protocol: DNS, FTP, PPPoE, UPNP, DDNS, HTTP, SMTP, DHCP, TCP / IP  
P2P : yes  
DDNS (Free) : Yes  
Connection: POE, Wired

### DOME

Outdoor Day/Night Network Dome Camera,  
Image Sensor: 1/2.5" Progressive Scan CMOS  
Min. Illumination: Color: 0.01 lux @(F1.2, AGC ON), 0.028 lux @(F2.0, AGC ON), 0 lux with IR  
Day& Night: IR cut filter with auto switch  
Video Compression: H.265+/H.265/H.264+/H.264/MJPEG  
Video bit rate: 32Kbps~16Mbps  
Max. Image Resolution: 3840 × 2160  
Frame Rate: 50Hz: 12.5 fps (3840 × 2160), 20fps (3072 × 1728), 25 fps (2560 × 1440, 1920 × 1080, 1280 × 720)  
60Hz: 15 fps (3840 × 2160), 20fps (3072 × 1728), 30 fps (2560 × 1440, 1920 × 1080, 1280 × 720)  
Power Supply: 12 VDC ± 25%, PoE (802.3af Class3)  
Power Consumption: 12 VDC, 0.6 A, max. 7.5W  
PoE: (802.3af, 36V to 57V), 0.3 A to 0.2 A, max. 9W  
Weatherproof: IP67  
IR Range: Up to 100m

### BULLET/FIXED

4MP Outdoor IR Varifocal Network Bullet Camera  
with 2.8mm to 12mm Motorized Varifocal Lens, RJ45 Connection  
1/2.5" (4 MP) Progressive Scan CMOS  
Up to 2688 x 1520 Resolution @ 30 fps  
Up to 165 ft (50 m) EXIR 2.0 Range - DarkFighter Technology  
H.265+, H.265, H.264+, H.264 - 120 dB True WDR  
Outdoor camera  
IR Range: Up to 100m  
IP67 Weatherproof, IK10 Vandal Protection - 12 VDC and PoE (802.3af)  
Network Interface: RJ-45 10/100/1000Mb self-adaptable Ethernet slot  
Supported Protocol: DNS, FTP, PPPoE, UPNP, DDNS, HTTP, SMTP, DHCP, TCP / IP  
P2P : yes  
DDNS (Free) : Yes  
Connection: POE, Wired

### NVR

NVR 64Channel 12TB for recording

## FiberOptic, FO Enclosures and SFPs

12 cores

- Cladding: 62.5/125 microns
- Attenuation: 3/1 dB/km

#### **4 cores**

- Cladding: 62.5/125 microns
- Attenuation: 3/1 dB/km

#### **FO Enclosures/Trays**

- Rack-mounted tray with SC connector

#### **SFP**

- Compatible SFP for Cisco Catalyst 2960 & 3750s

### **Patch Panel and network Racks**

#### **Patch Panel**

- 32 ports CAT5e or CAT6 patch panel

#### **Networks Racks**

- 8 U networks racks complete with fan and power sockets.

### **STP Cable**

Cat6 ethernet cables for all camera wiring

## FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>3</sup>

*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>4</sup>)*

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. \_\_\_\_\_:

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

No.	Description	Unit	Quantity	Unit Price (US\$)	Amount (US\$)	Delivery Schedule
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						

<sup>3</sup> This serves as a guide to the Supplier in preparing the quotation and price schedule.

<sup>4</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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

Other Information pertaining to our Quotation are as follows:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
<b>Delivery Terms</b>			
<b>Warranty and After-Sales Requirements</b>			
<b>Payment Terms</b>			
<b>Liquidated Damages Conditions</b>			
<b>Validity of Quotation</b>			
<b>All Provisions of the UNDP General Terms and Conditions</b>			
<b>All other requirements <i>stated in this bid documents</i></b>			

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

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

*[Designation]*

*[Date]*

## **General Terms and Conditions**

### **1. ACCEPTANCE OF THE PURCHASE ORDER**

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

### **2. PAYMENT**

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

### **3. TAX EXEMPTION**

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

### **4. RISK OF LOSS**

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

### **5. EXPORT LICENCES**

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

### **6. FITNESS OF GOODS/PACKAGING**

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

### **7. INSPECTION**

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

## **8. INTELLECTUAL PROPERTY INFRINGEMENT**

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

## **9. RIGHTS OF UNDP**

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

## **10. LATE DELIVERY**

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

## **11. ASSIGNMENT AND INSOLVENCY**

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

## **12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM**

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

## **13. PROHIBITION ON ADVERTISING**

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

## **14. CHILD LABOUR**

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

## **15. MINES**

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

## **16. SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement.** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

**16.2 Arbitration.** Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **17. PRIVILEGES AND IMMUNITIES**

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## **18. SEXUAL EXPLOITATION:**

**18.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**18.2** UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

## **19.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

**20. AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.