



REQUEST FOR QUOTATION (RFQ)

Voice over Internet Protocol (VoIP) system for Lega Aid Commission

To: Potential Bidder	DATE: August 4, 2020
	REFERENCE: RFQ/FJI015/2020

Dear Sir / Madam:

We kindly request you to submit your quotation for **Voice over Internet Protocol (VoIP) system for Lega Aid Commission**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **August 18, 2020** and via *e-mail* to the address below:

United Nations Development Programme

Level 8, Kadavu House, Victoria Parade, Suva, Fiji

Deepak Naicker

etenderbox.pacific@undp.org

Quotations submitted by email must be limited to a maximum of 35 MB, virus-free and no more than 3 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

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

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned goods/ services:

Delivery Terms [INCOTERMS 2020]	<input checked="" type="checkbox"/> DAP
Customs clearance ¹ , if needed, shall be done by:	<input checked="" type="checkbox"/> UNDP at the receiving port
Exact Address/es of Delivery Location/s)	Legal Aid Commission, Suva Fiji

¹ Must be linked to INCO Terms chosen.

Latest Expect Delivery	ASAP (The supplier shall discuss with UNDP on the shipping schedule especially if any delays are foreseen due to the current Covid19)
Delivery Schedule	<input checked="" type="checkbox"/> Required
Mode of Transport	<input checked="" type="checkbox"/> Air (Preferred)
Proposal Validity	<input checked="" type="checkbox"/> 60 days
Payment Terms	<input checked="" type="checkbox"/> PO will be issued. Paid once items received and verified by the congress
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ² <input checked="" type="checkbox"/> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Earliest Delivery / Shortest Lead Time ³
UNDP will award to:	<input checked="" type="checkbox"/> One bidder only
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase order <input checked="" type="checkbox"/> Contract for Goods and Services
Preferred Currency of Quotation ⁴	<input checked="" type="checkbox"/> Local Currency: FJD
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted ⁵	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance; <input checked="" type="checkbox"/> Brief profile of company <input checked="" type="checkbox"/> Details of Goods\ Services <input checked="" type="checkbox"/> Data of 3 major clients for similar items supplied within the last 3 years including contact details (email and phone) <input checked="" type="checkbox"/> Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied;
Contact Person	Deepak Naicker: deepak.naicker@undp.org

² UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

³ This shall be used for time-critical and/or exigent requirements (e.g., post-crisis emergencies, elections, etc.).

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

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

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

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

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

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.

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,



Deepak Naicker

Procurement Associate

Technical Specifications

Endpoint Requirements

The provider should support several endpoint devices and platforms including:

- Physical Skype for Business handsets (POE 10/100/1000) with pass-through
- Physical Handsets that support Presence
- Software based clients for PC, iPhone, Android and other smart devices
- Conferencing and Roundtable endpoints

Branch Survivability Although the existing WAN provides a high level of redundancy the solution should cater for WAN outages. As such the solution should provide some level of branch survivability. The provider to provide to include solutions in proposal for such eventuality as well as costing. Voicemail and faxing. The solution should support both Voicemail and faxing capabilities and integrate into Microsoft Exchange through the Microsoft Outlook client. LAC has several fax lines across its offices. There may be a requirement to continue to keep certain fax extensions available but for the most part, these numbers should be ported to the provider and faxing provided through Fax to Email or Email to Fax. LAC will ensure that Scan to Email is available to ensure this requirement can be met.

REQUIREMENTS SPECIFICATION

The following table provides a detailed list of the required specification for the envisioned PBX solution.

IP PBX General Specifications and Infrastructure

The system should provide telephony functions on the existing underlying data infrastructure within LAC. The hosted solution must be an easily updatable and manageable solution and should not hinder LAC from integrating with other standards-based telephony solutions including Microsoft Exchange UC and Microsoft Skype for Business UC or newer versions or derivatives of the above when available. The systems should be able to use endpoints as extensions for the users and SIP trunks to be interconnected with other IP PBX and to access value added applications like collaboration or Unified Messaging. (Consider Microsoft Team or Cisco Webex) The system must have an availability of 99,999% and should cater for branch survivability (both inbound and outbound) should the WAN link fail. The system should offer the choice between distributed or centralized communication servers and media gateways without jeopardizing the WAN VOIP links, features level and applications availability. The system might be required integrate with TDM equipment such as fax and modems

The system should be scalable, distributable and modular

The system should manage CAC (Call Admission Control) mechanisms to optimize the usage of the bandwidth in the WAN for multi-site configurations

The system must manage a large range of telephonic services and integrate with collaboration and Unified Messaging applications

The system must be able to interoperate with other telephone systems and endpoints using the below

standards:

- QSIG
- GF
- QSIG
- BC
- DPNSS
- DSS1
- H323
- SIP

The IP PBX system should provide standard APIs compliant with Internet standards like XML, SOAP & WSDL for CTI, call control and management functions. The IP PBX system should also provide legacy APIs such as CSTA, TAPI.

System Hardware and Software

The IP PBX hardware must have high flexibility in term of capacity, system upgrade and support IP & TDM where it might be required. The solution should be able to handle traffic to support up to 400 users. The system's software must be hosted On-Premises. The system must manage, control and support a range of IP telephone stations for both voice and telephony applications as well as IP application stations for voice, telephony, and Web services support including Microsoft Exchange and Microsoft Skype or Teams.

The voice and signaling frames should be tagged to be recognized. The standards of marking supported will be:

Level 2: IEEE 802.1p/Q and

Level 3: TOS / DiffServ

The system should support for voice encoding the following standards:

- G.711
- G.723.1
- G.729A

The proposed communications system must support:

- H.323
- SIP
- XML

The proposed telecommunication system should allow the use of high-level XML APIs based on Web technology standards (XML/SOAP) to ease creation of telephony and call control features for integrating telephony services into web applications.

System Security

The solution must provide self-protection mechanisms to counter Denial of Service attacks. The solution should have virus protection and avoid spreading of possible viruses. The System must

support Network Time Protocol V4.1.2 (RFC 1305) to synchronize the system data/time of network devices.

The System must support Syslog services for both internal and external command and configuration control accounting with a minimum of 14-day history.

IP Phones should not support direct, external initiated, connections via HTTP, telnet, FTP, TFTP or any other protocol as means to prevent distributed Denial of Service attack exploitation. The provider is to ensure that the hosted solution is configured in a highly available fashion and supports failover to a secondary solution or datacenter in the event of an outage.

IP Phones must support 802.1x (EAP-MD5 or better) for authentication and access control to the network, this mechanism must allow the user to be connected to the solution once he has passed the authentication process; not before.

The IP Phones should use Microsoft AD authentication and a primary means to authenticate users. Users should ideally be allocated PINs associated to their AD accounts for authentication. The system should have the capability to, based on standard mechanisms (such as 802.1Q and DHCP), assign automatically the corresponding voice VLAN number to the IP station clients during IP station initialization, allowing for the separation of voice and data traffic at the IP station. The IP station must have the ability to strip any VLAN tags assigned to traffic entering the network through the 'guest port' of the IP station, and further can switch that traffic into an identified data VLAN, further enhancing enforced voice and data traffic separation.

The management Platform must provide a backup mechanism for all critical system information in both a manual and an automatic/scheduled archival and a Disaster Recovery mechanism.

The Solution should provide complete encryption capabilities with the ability to encrypt all traffic (media and call control signaling) between IP phones, call controllers, media gateways and all other associated endpoints via a strong encryption algorithm (AES, IPSec and SRTP, for example). The system should encrypt the voice content as well as the signaling between the IP station and the call server.

For multi-node solutions, IP stations must be capable of communicating via encrypted streams between any and all physical and logical network areas

System Management

The Solution should provide a suite of applications and tools to permanently evaluate and report the operational health of the system.

It should provide below functions:

- Software licensing check
- Automatic recognition of plugged sets
- User movement
- Monitoring of all the events on the system
- Capture of performance and level of use of the resources
- Register and log all calls and give accounting information
- Monitor and register all users, attendants, trunks activity to generate traffic and level of use analysis

The system must include a dedicated management platform to support a minimum of five (5) clients having different access rights to the applications. The web management platform should provide:

- Configuration and programming of services, users, categories and all system parameters and features. This module must provide centralized management in local or remote environments of a single system or a network. The network manager will be able to quickly and easily edit, create or delete any network object, using import/export functions and multiple operations.
- Faults and Alarms management of all the incidents and fail reports generated by the system itself informing date, hour, severity level and action recommended to take. Generate reports and graphics about the statistics of the alarms and its correspondent resolution time. Accounting of all calls generated by the users including cost, date, hour. Must provide different options to group the billing of the calls (cost centre, extension number, trunk, user, city/area associated to dialed numbers). The accounting module must be able to: Adapt to the financial organization of the company including cost centers, regional sites and other organization levels
- Define thresholds for phone usage and Tracking/monitoring this activity, providing a graphical view of the accounting thresholds per user, cost centre or group

Generate reports and graphs classified by:

- User
- Cost Center
- Organization Level
- Duration
- PIN
- Site
- Number dialed (destination)
- Carrier used

Telemetry data should include at least the following information:

- Measurement of response time
- Measurement of the VoIP traffic
- Statistics on the quality of VoIP calls
- Statistics on the line-occupancy ratio for incoming calls
- Reports and graphics on attendant, trunks and users' traffic
- Occupancy rates of the different internal and external links
- Average time spent waiting for an attendant

The performance module must provide specific tracks on the voice over IP calls to better follow-up of the VoIP traffic and quality, for this, the system must measure:

- VoIP volume of traffic (volume sent, received and lost)
- The quality of VoIP calls (roundtrip delay, Bad frame Interpolation, BFI burstP)
- It must generate reports of this activity by periods of time (hourly, daily, monthly)

The solution must provide a module to manage the telephone directory. This must be LDAP compatible to be synchronized with other directory applications allowing click to call features to the

users using Skype or Team and Microsoft Exchange through Microsoft Outlook. The management platform must allow the administrator to generate reports and graphs of the activity per period of time in terms of traffic, accounting and alarms and giving the possibility to generate statistics of all this analysis. Those reports must be predefined but the option to personalize the reports must be also available. These reports should be exportable in HTML, pdf, Excel. Optionally the management platform should offer a monitoring module which allows the administrator to easily monitor the accounting thresholds of the users of cost centers in graphical interface and must allow to send an e-mail or an alarm in case of threshold crossing.

Telephony Services

The offered system must support the following services without any external/additional server to support them:

Calling Line Identification Restriction (CLIR) for local / internal calls Barring for internal and external calls

Call Waiting on:

- busy set
- busy hunting group
- busy voice mail

Call back to last caller:

- local / internal
- external

Automatic call back (activate / cancel) on:

- no reply
- busy set
- busy trunk group

5.11 Call back request (activate / cancel) on:

- no reply
- busy set

Call back request notification by:

- LED on the user's set
- Icon on wireless phones
- Notification in Skype for Business
- Notification via Email Client

Dial by name with central directory repository via Outlook

- Last number redial
- Multiple redial
- Abbreviated dialing
- Automatic call set-up on unhook
- Private call / Personal Identification Number (PIN)

- Distinctive ringing for internal and external calls on all types of sets

Call Overflow:

- Overflow on either busy or no reply
- Overflow on both busy and no reply
- Overflow on out of order
- Timed call overflow on no reply

Call Pick up:

- Individual
- On group
- No Replied Calls Repertory: Local / internal calling numbers with caller name, date and time of calls

Call transfer on :

- reply
- no reply
- busy

Call transfer to :

- set
- hunting group
- attendant
- voice mail
- Trunk to trunk call transfer
- Trunk to trunk timed transfer
- Multi Party Participants Conference
- Meet-Me Conference integration into Skype or Teams
- Announcement / Paging on Loudspeaker
- Calling party name identification (CNID) via directory integration
- Direct inward dial (DID)
- Direct outward dial (DOD)
- Direct inward system access (DISA)
- Call recording on voice mail
- Voice guides indicating/helping users independent of type of set
- Outgoing call with business account code (by prefix or suffix)
- DTMF / Pulse Transparency
- Appointment Reminder via Microsoft UC integration
- Call Hold
- Automatic exclusive hold (in case of enquiry call or call waiting consultation)
- Manual exclusive hold (by Hold or line key or by prefix)
- Common hold (by Common hold key)
- Mutual hold (initial hold by Hold key)

Call Forwarding:

- unconditional
- on no reply

- on busy
- on busy or on no reply
- on ringing (call deflection)

Forwarding destination:

- set
- voice mail
- hunting group
- attendant or attendant group
- call center group
- automated attendant
- external number
- set
- trunk

Manager / Secretary features:

- Call Filtering with manager control
- Manager/Secretary hot line
- Private Line for Manager set
- Absent secretary key
- Secret listening of the secretary by the manager
- Multiple Managers / Multiple Secretaries

Personal password for:

- set lock override for DOD
- set unlock
- substitution and DISA
- DND
- Hunting Groups

End User Devices and Terminals

End Users must be able to access all telephony services

Voice prompts or guides (multi language) the system should guide users during the various steps needed to activate specific features by means of voice guides that indicate the services available at each stage of a call. Call (dial) by name - Users whose station is equipped with a display and alphabetic keyboard should have the capability to call, to transfer, or forward calls to other internal or external parties by entering their NAME. Multi-key / Multiple-number stations - This function allows a user with a station that is assigned only one number, to simultaneously establish several outgoing or incoming calls. Each station key can be programmed for a different extension number, to permit easy differentiation of incoming calls.

Call Screening - Several screening stations can supervise a screened station. A screening station can screen several stations and lastly a station can have the status of screening station and screen station simultaneously

Work groups - Users should be able to clustered in Supervised workgroup, station group or Intercom group

Automated attendant - the system should be equipped with an automated attendant system that, under designated conditions, welcomes outside callers, and proposes (in an interactive manner) a way to reach a desired service or pre-defined party

Music on hold - The music source will support X seconds of operation, and should provide a good tonal quality. For reliability, the system proposed should be digital (magnetic devices are excluded) regardless of whether it is integrated into the system or external to the system.

Direct Inward System Access – DISA - allow a user who is calling from outside of the system to establish an internal or external system connection from his or her DTMF telephone.

Remote management of the telephone - allow a user who is outside of the system to modify the answering modes of his or her telephone terminal (voice messaging, external callback, etc.)

IP Telephone stations should support dial by name features using alphanumeric qwerty integrated keyboard IP Telephone stations should support:

- 802.1x (MD5) for authentication
- Remote power feed per the 802.3af standard or local 120 / 230 -volt feed
- Auto-sensing 10/100/1000 Ethernet switch interfaces
- PC port 10/100/1000
- IP address Assignment by DHCP or statically configured
- QoS (Internal the station and priority to the voice signal)
- Frame marking voice level 2 802.3 p / Q and level 3 ToS / DiffServ
- Frame marking voice level 2 802.3 p / Q and level 3 ToS / DiffServ
- Transparent recovery of frames by the associated PC (not by the station)
- AES for voice content encryption
- G.711, G.723.1 and G.729a Audio compression
- Full duplex hands-free mode with echo cancellation, Audio operation to tune audio levels, mute.
- Connector for headset or additional speakerphone
- Automatic and transparent switch from one to another communication mode (headset, handset, hands-free, etc.)
- Wireless Bluetooth® capabilities (Based on 1.2 Bluetooth® specification) at least for the IP phone
- Open to applications: Access to corporate or external Web based application via third party SDKs, APIs (XML, SIP)

The system must support an IP Softphone application that allows the users to manage their calls from a PC, tablet or mobile device running either Windows, Android or IOS. This user must have access to the full set of telephony services without any degradation. The system should support PC based Attendant terminals as well as attendant station software that can be used on PCs that are not dedicated to the attendant operation

Attendant operator positions should support the following features:

- Station Supervision
- Manual or Automatic answer

- Call by name to internal or external parties
- Text Messaging via Skype for Business
- Multiple Attendant positions
- Call Recording

Voice Messaging System

Voice Messaging system must be fully integrated to the solution and should integrate with Microsoft Exchange via Microsoft Outlook. Voice Messaging system must be manageable from the system management platform Answering or answering with date stamp - The system should provide voice mailbox holders the choice of two functions: answering the messages or answering them with a date stamp. When a call is forwarded to the voice messaging system, the box holder will be able to choose between two personalized announcements. If the personal announcement has not been recorded, the standard system announcement will be substituted automatically.

Recording of calls conversation - The holder of a voice mailbox must be able to take advantage of this service to record internal or external calls. Recorded calls will receive the same service as messages that have been left by callers.

Forwarding of voice mail messages - The box holder will be able to send a copy of previously received messages to other boxes (with or without requesting acknowledgement of receipt).

Call by name - To provide universal access, it must be possible to select a voice mailbox by its name by using the telephone dialing keypad. The caller will be guided in this operation by voice prompts.

The voice messaging systems must provide silence detection to avoid recording of blanks at beginning or end of recording

The System must allow the caller reaching a mailbox to choose forwarding destination

The voice message system must provide the following features:

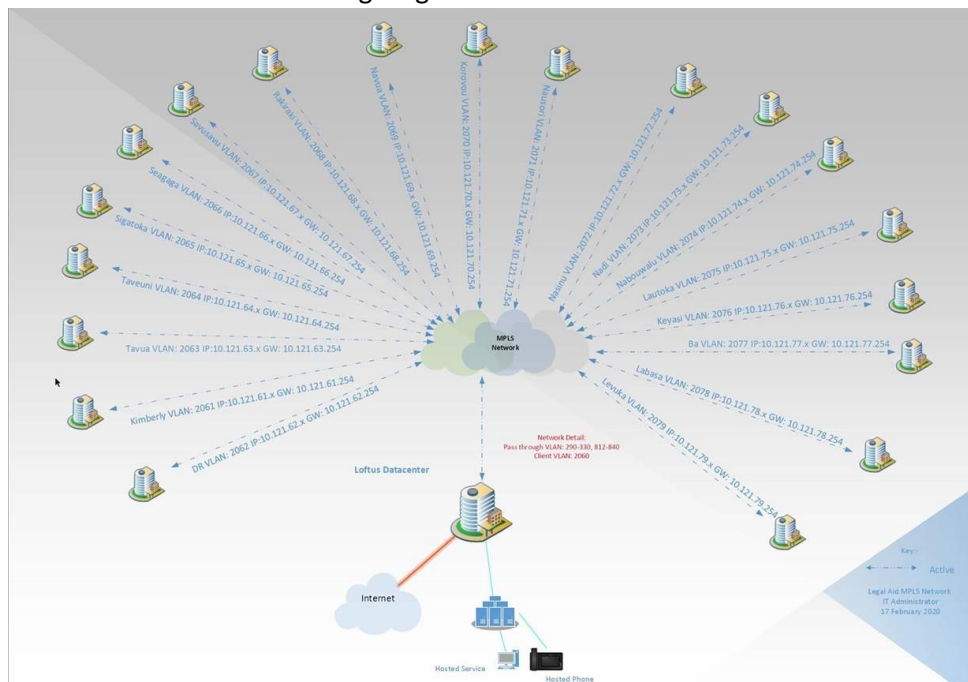
- Record of standard Greeting
- Record of alternate greeting
- Record Name
- Urgent delivery option
- Voice mail navigation (rewind, pause, forward, play)
- Skip Greeting
- Confirmation to send recorded message
- Autoplay of unheard/new messages
- Delete messages
- Save messages
- Reply messages
- Remote retrieval of messages

Exchange Integration

The solution should natively support tight integration with existing investments in Microsoft technologies.

The solution should leverage off Microsoft Outlook/ Teams to provide:

- Presence
- Simultaneous ring



FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁶

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁷)

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.

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

Description/Specification of Goods/ Service <i>(Enter breakdown of cost per unit of Goods/ Services)</i>	Quantity	Latest Delivery Date	Unit Price (FJD)	Total Price per Item
Total Prices of Goods/ Services⁸				
Total Final and All-Inclusive Price Quotation				

Note: Please indicate warranty where applicable.

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

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time/Completion			
Delivery as per specification			

⁶ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁷ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

⁸ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

After-Sales Requirements			
<input checked="" type="checkbox"/> Technical Support			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

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

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

[Designation]

[Date]

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.