



REQUEST FOR QUOTATION (Goods/Services)

NAME & ADDRESS OF FIRM	DATE: February 8, 2021
	REFERENCE: RFQ-SIDCHT-2021-002

Dear Sir / Madam:

We kindly request you to submit your quotation for **Supply and installation of CC Camera System at SID-CHT Rangamati Office** as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations must be submitted on or before **February 16, 2021 CoB** (Bangladesh Time) through online e-Tendering system in the following link: **ebidbox-cttdf.bd@undp.org**

Your Quotation must be expressed in the English, and valid for a minimum period of **120 days**.

In the course of preparing and submitting your Quotation, it shall remain your responsibility to ensure that it submitted into the system by the deadline. NO submission will be accepted after the deadline. Kindly ensure attaching the required supporting documents with RFQ contract and for e-tendering system convert all the documents in pdf format which must be free from any virus or corrupted files. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation (briefly describe the goods and quantity).

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.

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> DAP
Customs clearance, if needed, shall be done by:	<input type="checkbox"/> Supplier/Offeror
Exact Address/es of Delivery Location/s	Rajbari Road, Rangamati Sadar, Rangamati
UNDP Preferred Freight Forwarder, if any	Not Applicable
Distribution of shipping documents (if using freight forwarder)	Not Applicable
Latest Expected Delivery Date and Time	Within 3 weeks after receiving of Purchase Order (PO)
Delivery Schedule	N/A
Packing Requirements	Not Applicable
Mode of Transport	<input type="checkbox"/> AIR <input type="checkbox"/> LAND <input type="checkbox"/> SEA <input checked="" type="checkbox"/> OTHER Build/construct/renovate on site
Preferred Currency of Quotation	<input checked="" type="checkbox"/> Local Currency: Bangladesh Taka (BDT)
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes. VAT and Tax should be mentioned in separate line.
After-sales services required	N/A
Deadline for the Submission of Quotation	Tuesday, February 16, 2021 and 4.30 pm (Local time)

All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted For Eligibility Criteria	<p>All items under this clause are required to be submitted by the bidders including:</p> <p><input checked="" type="checkbox"/> Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured;</p> <p><input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation;</p> <p><input checked="" type="checkbox"/> Form for Submission of Quotation/Priced BOQ (Annex 2) as per the format provided with company stamp and signature</p> <p><input checked="" type="checkbox"/> List and value of projects performed for the last 3 years plus client's contact details who may be contacted for further information on those contracts;</p> <p><input checked="" type="checkbox"/> List and value of ongoing contracts with UNDP and other national/multi-national organization with contact details of clients;</p> <p><input checked="" type="checkbox"/> Performance certificates from the top two clients;</p> <p><input checked="" type="checkbox"/> Statement that bidder is not listed in the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council.</p>
Period of Validity of Quotes starting the Submission Date	<p><input checked="" type="checkbox"/> 120 days</p> <p>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.</p>
Partial Quotes	<input checked="" type="checkbox"/> Not permitted.
Payment Terms	Upon successful completion of the task.
Liquidated Damages	Liquidated damages for delay caused by the Vendor shall be 0.1% of the price of the Contract per each working day of delay but not exceeding 10% of the total value of the contract.
Evaluation Criteria <i>[check as many as applicable]</i>	<p><input checked="" type="checkbox"/> Minimum two (2) projects completed during the last Three (3) years. (Please submit evidence for installing CCC System to any organization or individual);</p> <p><input checked="" type="checkbox"/> Compliance of Bid to the Technical Requirements and specifications of the RFQ;</p> <p><input checked="" type="checkbox"/> Compliance with the delivery terms and conditions/completion deadline set by UNDP;</p> <p><input checked="" type="checkbox"/> Full acceptance of the Contract General Terms and Conditions.</p>
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	N/A
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods and services based on full compliance with RFQ requirements
Annexes to this RFQ	<p><input checked="" type="checkbox"/> Specification of goods (Annex 1)</p> <p><input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3).</p> <p><input checked="" type="checkbox"/> Written Self-Declaration (Annex 4)</p> <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</p>

Contact Person for Inquiries (Written inquiries only)	<p>For any quires email to ebidbox-cthd.bd@undp.org (Sub: Quires for RFQ-SIDCHT-2021-002) on or before February 14, 2021.</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 (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.

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.

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,

Prasenjit Chakma
National Project Manager
SID-CHT Project, UNDP Bangladesh
February 8, 2021

Specification of CC Camera System

For installation at SID-CHT Office, Rangamati

Specification: 4MP WDR IR Dome Camera (With Face Detection and Audio)

Features	Technical Specification
Brand	<i>Please mention</i>
Model	<i>Please mention</i>
Country of Origin	China
Warranty	Min. 1 year
Camera	
Image Sensor	1/3-in. 4 MP Progressive Scan CMOS
Effective Pixels	2688(H) x 1520(V)
RAM/ROM	512 MB / 32 MB
Scanning System	Progressive
S/N Ratio	S/N Ratio More than 50 dB
IR Distance	Distance up to 50 m
IR On/Off Control	Auto/ Manual
Warranty	Min. 1 year
Lens	
Lens Type	Motorized/ Auto Iris (DC)
Mount Type	Board-in
Focal Length	2.7 mm to 12 mm
Max. Aperture	F1.4
Optical Zoom	4x
Focus Control	Motorized
Close Focus Distance	Up to 0.30m
Video	
Compression	Smart H.265+, H.265, Smart H.264+, H.264
Streaming Capability	Three (3) Streams
Resolution	4 MP 2688 x 1520
Bit Rate Control	CBR, VBR
Day/Night	Auto (ICR), Color, B/W
White Balance	Auto, Natural, Street Lamp, Outdoor, Manual
Gain Control Auto, Manual	Gain Control Auto, Manual
Noise Reduction	3D DNR
Motion Detection	Off / On (4 Zone, Rectangle)
Face Detection	Supported
Region of Interest	Off / On (4 Zone)
Smart IR	Supported
Digital Zoom	16x
Flip	0° / 90° / 180° / 270°
Mirror	Off, On
Privacy Masking	Off, On (4 Area, Rectangle)
Audio	
Compression	G.711a, G.711Mu, AAC, G.726
Network	
Network	Ethernet RJ-45 (10/100 Base-T)
Protocol	HTTP, HTTPS, TCP, ARP, RTSP, RTP, UDP, SMTP, FTP, DHCP, DNS, DDNS, PPPOE, IPv4/v6, QoS, UPnP, NTP, Bonjour, 802.1x, Multicast, ICMP, IGMP, SNMP
Interoperability	ONVIF, PSIA, CGI
Streaming Method	Unicast / Multicast
Max. User Access	10 Users /20 Users
Edge Storage	NAS, Local PC for Instant Recording, MicroSD Card, maximum 128 GB
Web Viewer	IE, Firefox, Safari
Management Software	Smart PSS, DSS
Mobile Operating System	IOS, Android

Interface	
Audio Interface	In: One (1) Channel; Out: One (1) Channel
Alarm	In: One (1) Channel; Out: One (1) Channel
Electrical	
Power Supply	DC12V, AC24V, PoE (802.3af, Class 0)
Power Consumption	< 12.5 W
Environmental	
Operating Conditions	-30° C to +60° C
Storage Conditions	-30° C to +60° C
Ingress Protection	IP67
Vandal Resistance	IK10

Specification: 32-CHANNEL NVR for CCCam

Features	Technical Specification
Brand	<i>Please Mention</i>
Model	<i>Please Mention</i>
Country of Origin	China
Warranty	Min. 1 year
System	
Main Processor	Quad-core embedded processor
Operating System	Embedded LINUX
Display	
Interface	2 HDMI (1 HDMI up to 3840 x 2160, Different Source), 1 VGA
Native Out Resolution	3840 x 2160, 1920 x 1024, 1280 x 720, 1024 x 768
Native Output Resolution	Native Output Resolution
Multi-screen Display	1st Screen: 1/4/8/9/16/25/36 2nd Screen: 1/4/8/9/16
OSD	Camera title, Time, Video loss, Camera lock, Motion detection, Recording
Video Detection and Alarm	
Trigger Events	Recording, PTZ, Tour, Alarm Out, Video Push, Email, FTP, Snapshot, Buzzer and Screen Tips
Video Detection	Motion Detection, MD Zones: 396 (22 x 18), Video Loss and Camera Blank
Alarm input	16 Channel, Low Level Effective, Green Terminal Interface
Relay Output	6 Channel, NO/NC Programmable, Green Terminal Interface
Tracking Trigger Event	Targeting, Zoom, Tracking, Recording, Snapshot, Alarm
Playback and Backup	
Sync Playback	1/4/8/16/25/36
Search Mode	Time /Date, Alarm, MD and Exact Search (accurate to second)
Playback Function	Play, Pause, Stop, Rewind, Fast play, Slow Play, Next File, Previous File, Next Camera, Previous Camera, Full Screen, Repeat, Shuffle, Backup Selection, Digital Zoom
Backup Mode	USB Device/Network/Internal SATA burner/eSATA Device
Storage	
Internal HDD	8 SATA III Ports, Up to 8 TB per HDD
HDD Mode	Single, Raid 0/1/5/6/10 Enterprise-level HDD Recommended
Auxiliary Interface	
USB	2 ports (1 Rear USB 3.0, 1 Front USB 2.0)
RS232	1 Port for PC Communication and Keyboard
RS485	1 Port for PTZ Control
Audio and Video	
IP Camera Input	32 Channel
Two-way Talk	1 Channel Input, 1 Channel Output, RCA
Recording	
Compression	H.265/ H.264/ MJPEG/ MPEG4
Supported IP Camera Resolution	12 MP, 8 MP, 6 MP, 5 MP, 4 MP, 3 MP, 1080p, 720p, D1

Maximum Incoming Bandwidth	320 Mbps
Bit Rate	16 kbps to 20 Mbps per Channel
Record Mode	Manual, Schedule (Regular (Continuous), MD, Alarm), Stop
Record Interval	1 to 120 min (default: 60 min), Pre-record: 1 to 30 sec, Post-record: 10 to 300 sec
Network	
Ethernet	2 RJ-45 ports (10/100/1000 Mbps)
Network Function	HTTP, TCP/IP, IPv4/IPv6, UPNP, RTSP, UDP, SMTP, NTP, DHCP, DNS, IP Filter, PPPOE, DDNS, FTP, Alarm Server, IP Search (IP camera, DVR, NVS), P2P
Max. User Access	128 Users
Smart Phone	iPhone, iPad, Android
Interoperability	ONVIF 2.4, CGI Conformant
Ethernet	2 RJ-45 ports (10/100/1000 Mbps)
Electrical	
Power Supply	Single, 100 to 240 VAC, 50/60 Hz
Power Consumption	NVR: 16.7 W, without HDD
Mobile Phone	IOS; Android
Network	RJ-45 (10/100 Base-T)
Certifications	
Certifications	CE-LVD: EN60950-1; CE-EMC: Electromagnetic Compatibility Directive 2014/30/EU; FCC: 47 CFR FCC Part 15, Subpart B UL/CUL: UL60950-1 CAN/CSA C22.2 No.60950-1-07
Port	
Audio Input	1 channel (RAC port)
Audio Output	1 channel (RAC port)
Alarm Input	1 channel In: 5mA 5V DC
Alarm Output	1 channel Out: 300mA 12V DC
Electrical	
Power Supply	Single, 100 to 240 VAC, 50/60 Hz
Power Consumption	NVR: 16.7 W, without HDD
Environmental	
Operating Conditions	-10°C to +55°C (+14°F to +131°F), 86 to 106 kpa
Storage Conditions	-20°C to +70°C (-4°F to +158°F), 0 to 90% RH

Specification: Internal SATA HDD for NVR

Features	Technical Specification
Brand	<i>Please mention</i>
Model	<i>Please Mention</i>
Capacity	8TB
Form Factor (Inch)	3.5 Inch
Interface	SATA 6Gb/s
RPM	5400 RPM
Buffer	256MB
Data Transfer Rates	210MB/s
Specialty	Smart, Safe, Secure, Surveillance-Specialized Storage, suitable for surveillance applications, NVR-ready design allows drives to maintain performance in multi-bay systems, giving users the flexibility to scale their systems when more storage is needed, ATA streaming support enables recordings from up to 64 HD cameras for smooth, uninterrupted footage, Lower power consumption means a reduction in heat emissions, which improves reliability in surveillance solutions, Tarnish-resistant components help protect drive from environmental elements, increasing field reliability
Warranty	Min. 3 year

Specification: 16-port PoE Networking Switch

Features	Technical Specification
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Brand	<i>Please Mention</i>
Model	<i>Please mention</i>
Country of Origin	China
Type	Unmanaged
Mount	Rack Mountable
Switching capacity	36Gbps
Forwarding rate	Up to 27 Mbps
Port description	16 Gigabit POE ports + 2 Gigabit combo ports
POE power supply	16-port 802.3af/at
Number of Fans	2
Noise (dBA)	37.5 (at 25°C)
MTBF(H)	>50,000
Forwarding mode	Store-forward
Flash (MB)	16
DRAM (MB)	128
MAC Capacity	8K
Buffer size (MB)	4.1
POE Max Power	300W
Power supply	330W; AC: 100-220V, 50Hz±10%
Environment	operating temperature/humidity: 0°C-40°C, 10%-90% non-condensation
storage temperature/ humidity	-40°C-70°C, 5%-95% non-condensation
Thunder-proof level	6KV
Heat-dissipation	Supported
Input voltage	AC 100-240V 50/60Hz
Warranty	Min 1 year

Specification: Cat6 (UTP) Cable

Features	Technical Specification
Brand	<i>Please mention</i>
Model	<i>Please Mention</i>
Country of Origin	Germany or USA
Length	305m
Cable Type	Pure Copper; Unshielded
Jacket Material	PVC (LSZH)
Other Features	Support Fast Ethernet

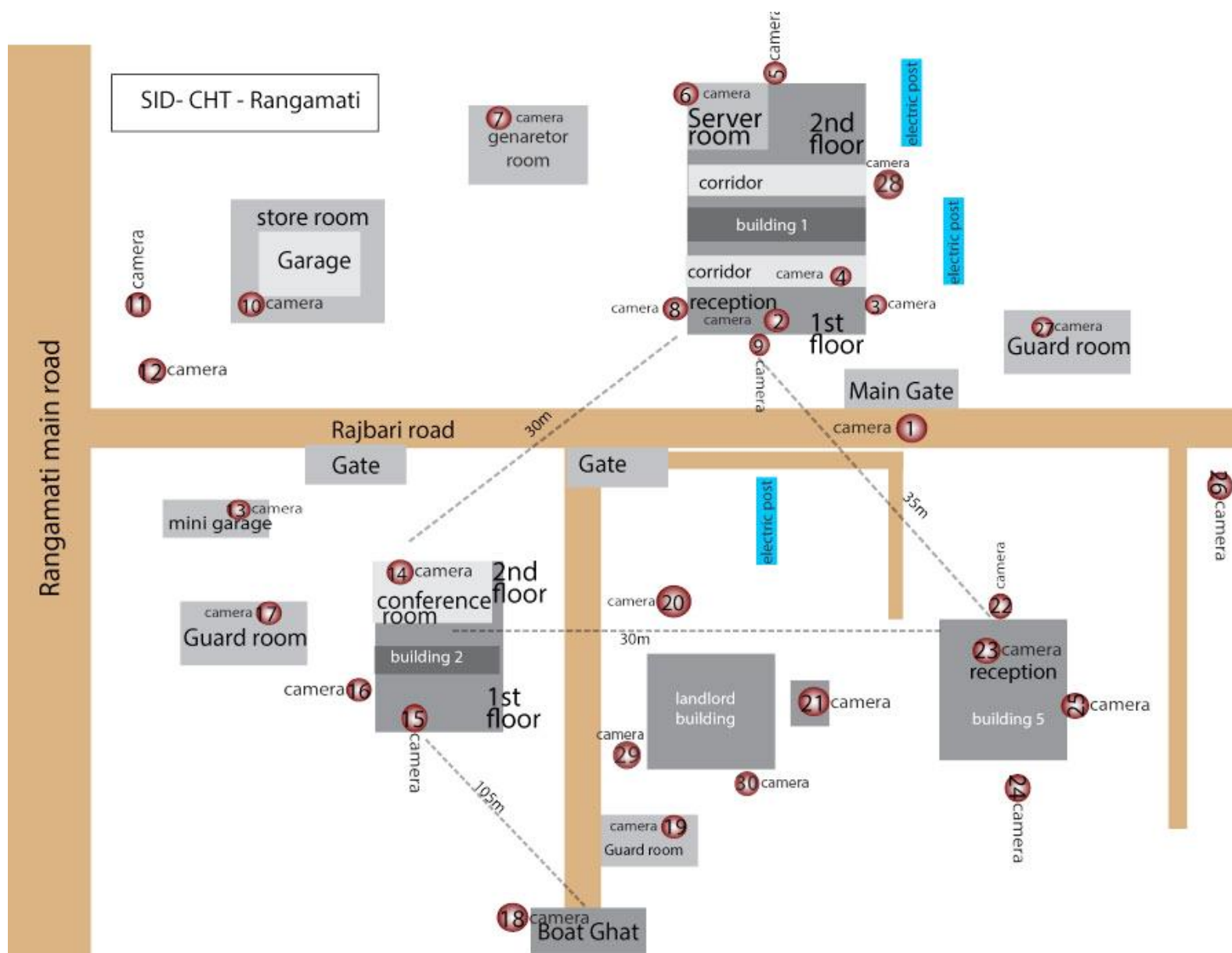
Specification: 42-inch LED Screen for CCCam Monitoring

Features	Technical Specification
Brand	<i>Please Mention</i>
Model	<i>Please Mention</i>
Country of Origin	Malaysia
Motionflow	Motionflow XR 800
Screen Size	43-inches
Display Type	LED
Panel Type	Flat Backlight LED
Connectivity	HDMI, USB, Built-in Wi-Fi, Ethernet Connection, Composite Video Input, Component Video Input, RF Connection, Analog Audio Input, Digital Audio Output, Audio Out, Headphone Out
Resolution	Full HD (1920 x 1080 pixels)
Technology	LED; Viewing Angle: 178 degrees (UP/DOWN + LEFT/RIGHT)
Resolution	Full HD (1920 x 1080 pixels)
Sound	Dolby Digital
Speaker	2 Speakers (Stereo)
Internet	Ethernet, Wi-Fi
Voltage	DC 19.5V
Other Features	Remote control, Batteries R03, Power Saving Modes, Dynamic Backlight Control
Warranty	<i>Min. 3 years</i>

Specification: 1200VA Offline UPS

Features	Technical Specification
Brand	<i>Any globally renowned brand</i>
Model	<i>Any globally renowned model</i>
Power (VA/W) Requirements	1200 VA / 720W
Input	
Voltage Range	145-280VAC
Frequency	50/60Hz+/-5%
Output	
Voltage (Inverter Mode)	220/230VAC+/-10%
Capacity	720W
Frequency (Inverter Mode)	50/60Hz+/-5%
Transfer Time	2~6ms typical
Waveform	Modified-Sinewave
Protection	
Spike & Surge Suppression	Yes
Over/Under Volt.	Switch to Bat. O / P when main over regulation range
Overload /short Circuit	Fuse & current limited for both Mains and Battery modes
Function	
Cool start	Cool start computer even there is no main power
Automatic recharge	Automatic recharge even UPS is off
Indicators	
AC Mode	Green lighting
Battery Mode	Red lighting
Over Load	Yellow lighting
Battery	
Type	Lead-Acid Maintenance-Free
DC Bus	12V 7.2Ah
Number	2 PCS
Recharge time	6 hours up to 90% capacity
Back up time	05-30 mins (Depending on load)
Environmental	
Temperature	-5-45 Degree
Humidity	20% to 90%
Warranty	<i>Min. 1 Year Battery & Service with Spare Parts</i>

Close Circuit Camera Setup Plan



FORM FOR SUBMITTING SUPPLIER'S QUOTATION

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

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **RFQ-SIDCHT-2021-002**

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

SL	Item Name	Description of Work	Unit	Qty	Unit Rate	Amount
1						
2						
...						
Total Amount =						
VAT =						
Grand Total =						

In Words:

Name of Firm/Contractor: _____

Signature of Proprietor/Contractor: _____

Contact number, Email address: _____

Date: _____

Seal: _____

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>
Minimum two (2) CCC System Installation projects completed during the last Three (3) years.			
Compliance of Bid to the Technical Requirements and specifications of the RFQ;			
Appropriateness of the Implementation Timetable as per completion period of the required works;			
Compliance with the delivery terms and conditions/completion deadline set by UNDP;			
Full acceptance of the Contract General Terms and Conditions.			
Technical responsiveness/Full compliance to requirements and lowest price comprehensiveness			
Other requirements: Documents to be submitted For Eligibility Criteria			
For any service call vendor must attend at project site by 48 hrs.			
Warranty mentioned in the RFQ specification			

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.

Declaration

Date:

United Nations Development Programme

UNDP Registry, IDB Bhaban, Agargaon
Sher-E-Bangla Nagar, Dhaka, Bangladesh

Assignment: Supply and installation of CC Camera System at SID-CHT Rangamati office

Reference: RFQ-SIDCHT-2021-002

Dear Sir,

I declare that is not in the UN Security Council 1267/1989 List,
UN Procurement Division List or Other UN Ineligibility List.

Yours Sincerely,

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

[Designation]

[Date]