REQUEST FOR QUOTATION (RFQ)
(Goods)

<table>
<thead>
<tr>
<th>NAME &amp; ADDRESS OF FIRM</th>
<th>DATE: 04 March 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNDP TLS CO</td>
<td></td>
</tr>
<tr>
<td>REFERENCE: RFQ8694-TLS-2021 – Supply and Installation of CCTV Cameras at UN House – Dili-Timor-Leste</td>
<td></td>
</tr>
</tbody>
</table>

Dear Sir / Madam:

We kindly request you to submit your quotation for Supply and Installation of CCTV Cameras at UN House, Dili, Timor-Leste, as detailed in Annex-2 (Detailed Specifications and Drawings) with this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 1.

Documents uploaded in the system as part of your quotation 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 is submitted on or before the deadline indicated by UNDP in the eTendering system. Bids must be submitted in the online e-Tendering system at the link: https://etendering.partneragencies.org, with event ID 0000008694 using your username and password.

If you have not registered in the system before, you can register now by logging in using
username: event.guest
password: why2change
and follow the registration steps as specified in the system user guide or contact Ahmad Zubair at below details.
For further details on e-tendering registration and FQA please visit site: https://www.undp.org/content/undp/en/home/procurement/business/resources-for-bidders.html

TRAINING FOR E-Tendering:

Bidders who are interested to register their company with UNDP E-Tendering System. Please contact:

UNDP Timor Leste Procurement Unit at procurement.staff.tp@undp.org or call at +67078367023 OR +670 77231907

Please contact us through given email or phone number to schedule a training session and get your company registered.

A pre-bid conference and site visit: will take place on 12 March 2021, 15:00hrs (local time) in UN Premises at UN House, Caicoli Street, P.O Box 558 Dili, Timor-Leste. The focal points for the arrangement of pre-bid conference and site visit are Mr. Ulderico Ze Machado; Telephone: +670 77236456; E-mail: ulderico.zemachado@undp.org

Deadline for any Request for Clarifications or Questions regarding this tender: 3 days before the Bid Submission deadline. Request for Clarifications or Questions should be address to: procurement.staff.tp@undp.org
Please take note of the following requirements and conditions pertaining to the supply of the above mentioned good/s and Service/s:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Requirement Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Delivery Terms</strong> [INCOTERMS 2010] (Pls. link this to price schedule)</td>
<td>☒ DAP</td>
</tr>
<tr>
<td>Customs clearance(^1), if needed, shall be done by:</td>
<td>☒ Supplier/Offeror</td>
</tr>
<tr>
<td>Exact Address/es of Delivery Location/s (identify all, if multiple)</td>
<td>UNDP Compound – UN House Caicoli Dili</td>
</tr>
<tr>
<td>UNDP Preferred Freight Forwarder, if any</td>
<td>N/A</td>
</tr>
<tr>
<td>Distribution of shipping documents (if using freight forwarder)</td>
<td>N/A</td>
</tr>
<tr>
<td>Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)</td>
<td>☒ 3 weeks from issuing Purchase Order (PO) and signing it by both parties</td>
</tr>
<tr>
<td><strong>Delivery Schedule</strong></td>
<td>☒ Required as per Annex 1 (3 weeks from issuing of Purchase Order and signing it by both parties)</td>
</tr>
<tr>
<td><strong>Packing Requirements</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Mode of Transport</strong></td>
<td>☒ LAND</td>
</tr>
<tr>
<td><strong>Preferred Currency of Quotation</strong></td>
<td>☒ United States Dollars</td>
</tr>
<tr>
<td><strong>Value Added Tax on Price Quotation</strong></td>
<td>☒ Must be exclusive of VAT and other applicable indirect taxes</td>
</tr>
<tr>
<td><strong>After-sales services required</strong></td>
<td>☒ Service providers should provide the warranty in case of new equipment and the maintenance plan for the duration of 6 months.</td>
</tr>
<tr>
<td><strong>Deadline for the Submission of Quotation</strong></td>
<td><strong>Tuesday, March 16, 2021</strong> and 17.00 (Timor-Leste Time)</td>
</tr>
<tr>
<td><strong>All documentations, including catalogs, instructions, and operating manuals, shall be in this language</strong></td>
<td>☒ English</td>
</tr>
<tr>
<td><strong>Documents to be submitted OR other requirements to be compliance with</strong></td>
<td>☒ 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. ☒ Project Plan Proposal/delivery schedule covering the following: a) Project plan with intermediate and final outputs and identified timeframes/milestones</td>
</tr>
</tbody>
</table>

\(^1\) Must be linked to INCO Terms chosen.
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.  
☒ 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.  
☒ 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  
☒ The successful bidder will be required to provide training and support to the users after the installation of the system  
☒ Quality Assurance Certificates (e.g., ISO, etc.) and/or other similar certificates, if any.  
☒ Latest Business Registration Certificate.  
☒ 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.  
☒ Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;  
☒ **Product catalogue for offered cameras and goods**

<table>
<thead>
<tr>
<th>Period of Validity of Quotes starting the Submission Date</th>
<th>☒ 90 days</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

| Partial Quotes | ☒ Not permitted |

| Payment Terms | ☒ 100% upon satisfactory delivery the items in the site and issuance of certified handover by UNDP; |

| Liquidated Damages | ☒ Will be imposed under the following conditions:  
• Percentage of contract price pew week of delay: 0.5% of the total contract amount.  
• Max. No. of days of delay from the date of Contract Completion: 30 Days; Next course of action: Termination of the contract or cancelation of PO |

| Evaluation Criteria | ☒ Technical responsiveness to the specification given in the annex 2  
☒ Full compliance to requirements and lowest price.  
☒ Full acceptance of the PO/Contract General Terms and Conditions.  
☒ Financial Capacity: average annual turnover of 30,000$ for last 3 years or availability of at-least 20,000$ in form of cash or liquid asset.  
☒ At-least 2 similar contracts for CCTV camera installation during last 3 years  
☒ One year warranty on products  
☒ Compliance with delivery terms |

| UNDP will award to: | ☒ One and only one supplier |

| Type of Contract to be Signed | ☒ Purchase Order |
### Special conditions of Contract
- Cancellation of PO/Contract if the delivery/completion is delayed by **45 days**

### Conditions for Release of Payment
- Passing all Testing goods and certified by UNDP/Relevant Project
- Completion of delivery schedule
- Written Acceptance of Goods based on full compliance with RFQ requirements

### Annexes to this RFQ
- Schedule of Requirements and Technical Specification (Annex 1)
- Form for Submission of Quotation (Annex 2)
- General Terms and Conditions / Special Conditions (Annex 3).
- TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND INSTALL CCTV SYSTEMS (Annex 4)
- CCTV location map, including proposed camera locations, and nearest networks switches (annex 5)

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)

**Alvaro Noronha de Sousa**  
Procurement Associate  
alvaro.noronha@undp.org

Any delay in UNDP’s response shall not be 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.

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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

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2 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.
(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.

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,
Ahmad Zubair

Head of Procurement Unit
## Schedule of Requirements and Technical Specifications

Supply, Delivery, and installation of CCTV Cameras in UN House

*(Included Transport cost to the place)*

<table>
<thead>
<tr>
<th>No#</th>
<th>1. Description of goods</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>SFP module Cisco Gigabit Transceiver SM compatible with Catalyst C2960 &amp; C3750CX</td>
<td>12</td>
</tr>
<tr>
<td>1.2</td>
<td>5 units of wall-mounted racks for B1, B4, B13, B12, size 8U</td>
<td>1</td>
</tr>
<tr>
<td>1.3</td>
<td>Dome Camera (see specification below) – including all accessories (brackets and screws)</td>
<td>7</td>
</tr>
<tr>
<td>1.4</td>
<td>Fixed (bullet) cameras - including all accessories (brackets and screws)</td>
<td>22</td>
</tr>
<tr>
<td>1.5</td>
<td>UPS 5 KVA for server racks, smart UPS with display reading.</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Description of works</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 Mounting and installation of existing patch panel and cabling into new racks at building B1, B4, B13, B12,</td>
</tr>
<tr>
<td>2.2 Camera cabling for camera F1-F19 Camera cabling for camera D1-D6 Details camera location to nearest switch can be seen from the map attached. All cable must run through PVC pipe, underground or outside.</td>
</tr>
<tr>
<td>2.3 Additional network at SOC, desk and SOC officer desk, quantity 3 double sockets</td>
</tr>
<tr>
<td>2.4 Decommissioning of existing Axis cameras including all unused cabling</td>
</tr>
<tr>
<td>2.5 Grounding all switches, total 20 switches, require: Earthing sticks galvanized and cables including screws, all cables require PVC pipe and attach to wall nicely.</td>
</tr>
<tr>
<td>2.6 Installation: mounting of all cameras in the location, configure, and connect to network, testing and latency checks, documentation, and reporting including hand over document.</td>
</tr>
<tr>
<td>2.7 Training of users after completion of installation</td>
</tr>
</tbody>
</table>
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:
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

Annex 2

FORM FOR SUBMITTING SUPPLIER’S QUOTATION
(This Form must be submitted only using the Supplier’s Official Letterhead/Stationery)

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 as well as services

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price (US$)</th>
<th>Amount (US$)</th>
<th>Delivery Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>SFP module Cisco Gigabit Transceiver SM compatible with Catalyst C2960 &amp; C3750CX</td>
<td>EA</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3 This serves as a guide to the Supplier in preparing the quotation and price schedule.
4 Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes.
| 1.2 | 5 units of wall-mounted racks for B1, B4, B13, B12, size 8U | EA | 1 |
| 1.3 | Dome Camera (see specification below) – including all accessories (brackets and screws) | EA | 7 |
| 1.4 | Fixed (bullet) cameras - including all accessories (brackets and screws) | EA | 22 |
| 1.5 | UPS 5 KVA for server racks, smart UPS with display reading. | EA | 1 |

**Section-B: Description of works**

2.1 Mounting and installation of existing patch panel and cabling into new racks at building B1, B4, B13, B12, LS | 1 |

2.2 Camera cabling for camera F1-F19
Camera cabling for camera D1-D6
Details camera location to nearest switch can be seen from the map attached.
All cable must run through PVC pipe, underground or outside. LS | 1 |

2.3 Additional network at SOC, desk and SOC officer desk, quantity 3 double sockets LS | 1 |

2.4 Decommissioning of existing Axis cameras including all unused cabling LS | 1 |

2.5 Grounding all switches, total 20 switches, require:
- Earthing sticks galvanized and cables including screws, all cables require PVC pipe and attach to wall nicely. LS | 1 |

2.6 Installation: mounting of all cameras in the location, configure, and connect to network, testing and latency checks, documentation, and reporting including hand over document. LS | 1 |

2.7 Training of users after completion of installation LS | 1 |

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

<table>
<thead>
<tr>
<th>Other Information pertaining to our Quotation are as follows:</th>
<th>Your Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes, we will comply</td>
</tr>
</tbody>
</table>

Delivery Terms

1 year Warranty and After-Sales Requirements

Payment Terms

Liquidated Damages Conditions

Validity of Quotation

All Provisions of the UNDP General Terms and Conditions

All other requirements stated in this bid documents

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.
Annex 4

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND INSTALL CCTV SYSTEMS

1. PURPOSE OF THE ASSIGNMENT
The purpose of the assignment is to appoint a Service Provider to supply and install CCTV SYSTEMS at the UN House.

2. BACKGROUND
The UN House is committed to ensure a high-performance working environment and quality of work life within a conducive environment by providing surveillance and security systems to the building and compound. It is crucial to ensure that the building is secured in accordance with the approval country SRM (Security Risk Assessment) measures for UN House compound.

3. SCOPE OF WORK AND DELIVERABLES
Service providers are invited to supply and install the following security systems:
   - Supply and installation of different type of cameras, PTZ, Dome, Fixed/Bullets as defined in datasheet BoQ.
   - Installation and configuration of additional CCTV cabling, network racks, anc connect all new CCTV camera to the existing NVR at server room racks, ensure all cameras are viewable at SOC (Security Operations Center) as defined in datasheet BoQ.

4. DELIVERABLES
   - The successful bidder will be required to supply and install security systems as outlined in this ToR and datasheet BoQ within proposed timeframe.
   - Selected bidders will be invited to make a presentation of their product and Project Execution Plan.

5. CONTRACT AND SERVICE LEVEL AGREEMENT
Service Level Agreement will be signed between the UNDP and the successful service provider.

6. TRAINING OF USERS
The successful bidder will be required to provide training and support to the users after the installation of the system.

7. COMPULSORY INFORMATION SESSION AND SITE VISIT
A compulsory information session will be held on 1-Feb-2021 at the UN HOUSE in Caicoli, at 10H30. Details please contact Procurement Unit.

8. COST
The service provider will be requested to 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.

9. COMPANY EXPERIENCE
Service providers should have 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.

10. PROJECT PLAN PROPOSAL
   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.

11. WARRANTY
Service providers should provide warranty in case of new equipment and the maintenance plan for the duration of 6 months.

12. PARTIAL BIDDING
Partial bidding is not allowed.

13. ENQUIRIES
GENERAL: procuremenet.staff.tp@undp.org
TECHNICAL: ict.staff.tp@undp.org
High resolution map can be email to vendors once the site visit is conducted.