

## REQUEST FOR QUOTATION (RFQ) (Goods)

NAME & ADDRESS OF FIRM	DATE: 02 July 2021
UNDP TLS CO	REFERENCE: <b>RFQ-9685-for Supply and Installation of CCTV Cameras at UN House, Dili, Timor-Leste.</b>

### SECTION 1: REQUEST FOR QUOTATION (RFQ)

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 1 of this RFQ.

This Request for Quotation comprises the following documents:

**Section 1:** This request letter

**Section 2:** RFQ Instructions and Data

**Annex 1:** Schedule of Requirements /Technical Specifications

**Annex 2:** Quotation Submission Form

**Annex 3:** Technical and Financial Offer

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted using Annex 2: Quotation Submission Form and Annex 3 Technical and Financial Offer, by the method and by the date and time indicated in Section 2. It is your responsibility to ensure that your quotation is submitted on or before the deadline. Quotations received after the submission deadline, for whatever reason, will not be considered for evaluation.

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.

Thank you and we look forward to receiving your quotations.

Issued by:



Signature:

Name: Ahmad Zubair

Title: Head of Procurement

Date: 02 July 2021

## Section 2: RFQ Instructions and Data

<b>Introduction</b>	<p>Bidders shall adhere to all the requirements of this RFQ, including any amendments made in writing by UNDP. This RFQ is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement</p> <p>Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFQ.</p> <p>UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.</p>
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<p><b>Instructions for the Submission of Quotation</b></p>	<p>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.</p> <p>It shall remain your responsibility to ensure that your quotation is submitted on or before the deadline indicated by UNDP in the eTendering system.</p> <p>Bids must be submitted in the online e-Tendering system at the link: <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a> with event ID 0000009685 using your username and password.</p> <p>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: <a href="https://www.undp.org/content/undp/en/home/procurement/business/resources-for-bidders.html">https://www.undp.org/content/undp/en/home/procurement/business/resources-for-bidders.html</a></p> <p>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 <a href="mailto:procurement.staff.tp@undp.org">procurement.staff.tp@undp.org</a> or call at +67078367023 OR +670 77231907</p> <p>Please contact us through given email or phone number to schedule a training session and get your company registered. Deadline for any Request for Clarifications or Questions regarding this tender: 4 days before the Bid Submission deadline. Request for Clarifications or Questions should be address to: <a href="mailto:procurement.staff.tp@undp.org">procurement.staff.tp@undp.org</a></p> <p><b>SITE VISIT (MANDATORY): from 7 to 8 July 2021 start from 10:00 AM</b> Each Day; contact person for site visit: Mr. Ulderico Ze Machado at <a href="mailto:ulderico.zemachado@undp.org">ulderico.zemachado@undp.org</a> Tlp: 77236456</p> <p><b><u>Note: bidders who didn't participate in site visit shall be eligible to submit Bid.</u></b></p>
<p>Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)</p>	<p><input checked="" type="checkbox"/> DAP</p>
<p>Customs clearance<sup>1</sup>, if needed, shall be done by:</p>	<p><input checked="" type="checkbox"/> Supplier/Offeror</p>
<p>Exact Address/es of Delivery Location/s (identify all, if multiple)</p>	<p>UN House Caicoli Street , Dili, Timor-Leste</p>

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

UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents ( <i>if using freight forwarder</i> )	N/A
Latest Expected Delivery Date and Time	<input checked="" type="checkbox"/> 4 weeks from issuing Purchase Order (PO) and signing it by both parties
Delivery Schedule	<input checked="" type="checkbox"/> NA
Packing Requirements	N/A
Mode of Transport	<input checked="" type="checkbox"/> LAND/Sea (UNDP doesn't prefer any mode)
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> Service providers should provide 1 year warranty and after sales services
Deadline for the Submission of Quotation	<b>Wednesday, July 14, 2021 and 04.00 AM (New York Time)</b> Please refer to E-Tendering System for exact time and date of closing date.  The closing date and Time in E-Tendering system is New York Time.
All documentations, including catalogs, instructions, and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted OR other requirements to be compliance with	<input checked="" type="checkbox"/> Company profile- not exceeding 15 pages <input checked="" type="checkbox"/> Company Experience, 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. One contract <input checked="" type="checkbox"/> At-least one similar contract with value of 20000\$ implemented during last 3 years for installation of CCTV Cameras. <input checked="" type="checkbox"/> Project Plan Proposal/delivery schedule covering the following: <ul style="list-style-type: none"> <li>a) Project plan with intermediate and final outputs and identified timeframes/milestones</li> <li>b) Proposed Methodology with details of cabling and CCTV logical diagram</li> <li>c) The successful service provider will be required to present their Project Execution Plan.</li> </ul> <input checked="" type="checkbox"/> Duly Accomplished and signed Form as provided in Annex 2 Form for Submitting Suppliers Quotation, and in accordance with the list of requirements set in Annex 1 <input checked="" type="checkbox"/> The successful bidder will be required to provide training and support to the users after the installation of the system <input checked="" type="checkbox"/> Quality Assurance Certificates (e.g., ISO, etc.) and/or other similar certificates, if any. <input checked="" type="checkbox"/> Latest Business Registration Certificate in field of work,

	<input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder. <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input checked="" type="checkbox"/> <u>Product catalogue for offered goods</u>												
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.												
Partial Quotes	<input checked="" type="checkbox"/> Not permitted												
Payment Terms	<input checked="" type="checkbox"/> <u>100% upon satisfactory delivery/installation the items in the site and issuance of certified handover by UNDP;</u>												
Liquidated Damages	<input checked="" type="checkbox"/> Not Applicable												
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness to the specification given in the annex 2 <input checked="" type="checkbox"/> Full compliance to requirements and lowest price. <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions. <input checked="" type="checkbox"/> Technical Criteria 70% and Financial 30%; will be evaluated based on the following: <table border="1" data-bbox="662 1020 1398 1562"> <thead> <tr> <th>Criteria</th><th>Weight</th></tr> </thead> <tbody> <tr> <td>Design Proposal contains methodology and diagram for the CCTV camera and integration into existing NVR and other cameras.</td><td>25</td></tr> <tr> <td>Company experiences at least 3 years in providing similar (supply and installation CCTV) service and should provide proof accompanied by correspondences from referees, 3 referees.</td><td>20</td></tr> <tr> <td>All technical specifications of equipment proposed matches the requirement, please include photos of the equipment/accessories for verifications</td><td>25</td></tr> <tr> <td>Management of projects: minimum CV of one supervisor/engineer during the installation period until completion of the job.</td><td>15</td></tr> <tr> <td>Warranty at least 6 months for all cabling installation and 1 year for all equipment and devices.</td><td>15</td></tr> </tbody> </table> <p>Minimum technical passing score is 70% of total technical weight.</p>	Criteria	Weight	Design Proposal contains methodology and diagram for the CCTV camera and integration into existing NVR and other cameras.	25	Company experiences at least 3 years in providing similar (supply and installation CCTV) service and should provide proof accompanied by correspondences from referees, 3 referees.	20	All technical specifications of equipment proposed matches the requirement, please include photos of the equipment/accessories for verifications	25	Management of projects: minimum CV of one supervisor/engineer during the installation period until completion of the job.	15	Warranty at least 6 months for all cabling installation and 1 year for all equipment and devices.	15
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UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier												
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order												
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 45 days												
Conditions for Release of Payment	<input checked="" type="checkbox"/> Passing all Testing goods and certified by UNDP/Relevant Project <input checked="" type="checkbox"/> Completion of delivery schedule												

	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements
Annexes to this RFQ	<input checked="" type="checkbox"/> Schedule of Requirements and Technical Specification (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3).  Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) <sup>2</sup>	<i>Alvaro Noronha de Sousa</i> <i>Procurement Associate</i> <a href="mailto:alvaro.noronha@undp.org">alvaro.noronha@undp.org</a>  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.

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

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

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

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

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

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

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

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

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

No#	1. Description of goods	Qty
1.1	SFP module Cisco Gigabit Transceiver SM compatible with Catalyst C2960 & C3750CX	12
1.2	5 units of wall-mounted racks for B1, B4, B13, B12, size 8U	1
1.3	Dome Camera (see specification below) – including all accessories (brackets and screws)	7
1.4	Fixed (bullet) cameras - including all accessories (brackets and screws)	22
1.5	UPS 5 KVA for server racks, smart UPS with display reading.	1
	<b>2. Description of works</b>	
2.1	Mounting and installation of existing patch panel and cabling into new racks at building B1, B4, B13, B12,	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.	1
2.3	Additional network at SOC, desk and SOC officer desk, quantity 3 double sockets	1
2.4	Decommissioning of existing Axis cameras including all unused cabling	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.	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.	1
2.7	Training of designated personnel on how to operate the cameras- one time	1

## DOME

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

## BULLET/FIXED

4MP Outdoor IR Varifocal Network Bullet Camera  
with 2.8mm to 12mm Motorized Varifocal Lens, RJ45 Connection  
1/2.5" (4 MP) Progressive Scan CMOS  
Up to 2688 × 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

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

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

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

**Table 1: Offer to Supply Goods Compliant with Technical Specifications and Requirements as well as services**

Supply, Delivery, and installation of CCTV Cameras in UN House					
SN	Description of Items	Offered Products	Quantity	Unit Cost	Total Cost – US\$
1.	SFP module Cisco Gigabit Transceiver SM compatible with Catalyst C2960 & C3750CX		12		
2.	5 units of wall-mounted racks for B1, B4, B13, B12, size 8U		1		
3.	Dome Camera (see specification below) – including all accessories (brackets and screws)		7		
4.	Fixed (bullet) cameras - including all accessories (brackets and screws)		22		
5.	UPS 5 KVA for server racks, smart UPS with display reading.		1		
6.	Mounting and installation of existing patch panel and cabling into new racks at building B1, B4, B13, B12,		1		
7.	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.		1		
8.	Additional network at SOC, desk and SOC officer desk, quantity 3 double sockets		1		

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

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

	Decommissioning of existing Axis cameras including all unused cabling				
9.	Grounding all switches, total 20 switches, require: - Earthing sticks galvanized and cables including screws, all cables require PVC pipe and attach to wall nicely.		1		
10.	Installation: mounting of all cameras in the location, configure, and connect to network, testing and latency checks, documentation, and reporting including hand over document.		1		
11.	Training of designated personnel on how to operate the cameras- one time		1		
<b>Grand Total Cost for including delivery:</b>					

**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>
One year manufacturer Warranty			
Acceptance of UNDP GTC			
Technical Compliance with requirements of goods in this RFQ			
Acceptance of other terms and conditions in this RFQ			
Provision of product catalogue and brand/model details			
Acceptance of delivery period			
<b><u>Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;</u></b>  We, the undersigned hereby declare that we are not in the removed or suspended ineligibility list of the UN, UN Procurement Division list or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council.  <div style="text-align: right;"> <i>[Name and Signature of the Service Provider's Authorized Person] .....</i>  <i>[Designation] .....</i>  <i>[Date].....</i>  <b>Yours sincerely,</b> </div>			

**Table-3: List of previous contracts:**

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	References Contact Details (Name, Phone, Email)

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]*

**Annex 3**

## **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.

