

REQUEST FOR QUOTATION (RFQ) (Goods)

UNITED NATIONS DEVELOPMENT PROGRAMME SIERRA LEONE (OPEN TO SIERRA LEONEAN BUSINESS ONLY)

DATE: August 31, 2017

REFERENCE: SLE/RFQ/2017/021

Dear Sir / Madam:

We kindly request you to submit your quotation for **Procurement of Computer and Accessories**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before Close of Business September 25, 2017 and via (choose appropriate box) $\Box e$ -mail, $\Box courier$ or mail to the address below:

United Nations Development Programme 55 Wilkinson Road Freetown procure.sle@undp.org

Quotations may be submitted by hand or courier services as indicated above and must reach the UNDP office on or before the deadline. Quotations submitted by hand should be registered by Ms. Patricia Harding, Assistant to the Deputy Country Director (Operations) and deposited in the Tender Box located at the entrance of the UNDP Building, Ground Floor in the presence of the bidder or representative. Quotation delivered elsewhere than the specified place and followed explained procedure shall be disqualified.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. As mentioned, quotations that submitted to UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Please take note of the following requirements and conditions pertaining to the procurement of Transmitter and Ancillary services for radio station as explained in details in the technical specifications.



[Date]

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule) Exact Address/es of Delivery	☐FCA ☐CPT ☐CIP ☑DAP ☐Other UNDP,
Location/s	55, Wilkinson Road, Freetown, Sierra Leone.
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents (if using freight forwarder)	N/A
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	 ☑ 10 Working days from the issuance of the Purchase Order (PO) ☑ As per Delivery Schedule attached Time: Close of business Time Zone of Reference: Sierra Leone Local Time
Delivery Schedule Packing Requirements	⊠Required □ Not Required N/A
Mode of Transport	☐ AIR
Preferred Currency of Quotation	Solution States Dollars States Dollars Should be stated in United States Dollars □Euros
Value Added Tax on Price Quotation	 ✓ Must be exclusive of VAT and other applicable indirect taxes ✓ Must be inclusive of VAT and other applicable indirect taxes
After-sales services required	 ✓ Warranty for minimum period of 12 months ✓ Technical Support ✓ Provision of Service Unit when pulled out for maintenance/ repair ✓ Others
Deadline for the Submission of Quotation	COB, Monday, September 25, 2017
All documentations, including catalogs, instructions and operating manuals, shall be in this language	☑ English☐ French☐ Spanish☐ Others
Documents to be submitted	☐ Technical specifications along with the quotation

	Dotailiant
	Detailing the quantity, type and cost (total and unit) for the each item
	UNDP reserves the right to award only one of the quotes.
	Confirmation that licenses of this nature have been obtained in
	the past and an expectation of obtaining all the necessary licenses
	should the quotation be selected;
	Quality Certificates (ISO, etc.);
	□ Latest Business Registration Certificate:
	Latest Internal Revenue Certificate / Tax Clearance
	Manufacturer's Authorization of the Company as a Sales Agent (if
	Supplier is not the manufacturer):
	Certificate of Exclusive Distributorship in the country (if
	applicable, and it Supplier is not the manufacturer).
	☐ Evidence/Certification of Environmental Sustainability ("Green"
	Standards) of the Company or the Product being supplied:
	Complete documentation, information and declaration of any
	goods classified or may be classified as "Dangerous Goods"
	Patent Registration Certificates (if any of technologies submitted
	in the quotation is patented by the Supplier):
	Written Self-Declaration of not being included in the UN Security
	Council 1267/1989 list, UN Procurement Division List or other UN
	Ineligibility List;
	Others
	⊠ 60 days
Period of Validity of Quotes	☐ 90 days
starting the Submission Date	☐ 120 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	Not permitted
	Permitted
Payment Terms	✓ 100% upon complete delivery and installation of goods✓ Others
Liquidated Damages	N/A
Evaluation Criteria	☐ Technical responsiveness/Full compliance to requirements and
	lowest price ¹
	☐ Full acceptance of the PO/Contract General Terms and
	Conditions [this is a mandatory criteria and cannot be deleted regardless of the nature of services required]
1	Farliest Delivery / Shortest Lead 7: 2
	Earliest Delivery / Shortest Lead Time ²
	The made/make of the products
	☐ The Expiring date of the products

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	One and only one supplier
UNDP will award to:	One or more Supplier
Type of Contract to be Signed	 ☑ Purchase Order ☐ Long-Term Agreement³ (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) ☐ Other Type/s of Contract
Special conditions of Contract	Cancellation of PO/Contract if the delivery/
Conditions for Release of Payment	 ☑ Passing Inspection ☑ Complete Installation ☑ Passing all Testing ☐ Completion of Training on Operation and Maintenance ☑ Written Acceptance of Goods based on full compliance with RFQ requirements ☐ Others
Annexes to this RFQ	 ☐ Technical Specifications of the Goods Required (Annex 1) ☐ Form for Submission of quotation (Annex 2) ☐ General Terms and Conditions/special Conditions (Annex 3) ☐ Others 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) ⁴	Yonah Samo Procurement Specialist Email: yonah.samo@undp.org Email: Procure.sle@undp.org 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.

Services 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 best value for money, 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.

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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.

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 the General Terms and Conditions of UNDP herein attached as Annex 4.

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/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html

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,

Carine Yengayenge
Deputy Country Director (Operations)

August 31, 2017

[Date]

Technical Specifications

Items to be Supplied*	Quantity	Description / Specifications of Goods	Latest Delivery	Complian ce Yes/No
Fax Machines:	9 pieces	Fax Machines:	Date	
		Printer Type Monochrome Laser Print Speed Up to 19 ppm (letter) First Print Time Approx. 8 seconds		
		Printer Language UFR II LT (Host-based Print Resolution Up to 600 x 400 dpi		
		(1200 x 600 dpi quality)		
		Maximum Print Size Up to Legal Print Memory 64 MB (Shared) Copier Specifications Copy Type Monochrome Laser Copy Speed Up to 12 cpm (letter) Copy Resolution Up to 600 x 600 dpi Original TypeText, Text & Photo, Photo		
		First Copy Time Approx. 22 seconds Maximum Number of Copies 99 copies Zoom 50 - 200% in 1% increments Copy Size Up to Legal Copy Features Density adjustment Toner Saver Mode Copy Memory 64 MB (shared) Fax Specifications Modem Speed Up to 33.6 Kbps (Super G3) ¹ Fax Resolution Up to 200 x 400 dpi (super fine) Transmission Time MMR (approx 3 seconds)		
		Memory Capacity Up to 512 sheets ² Speed Dials 30 one-touch speed dials 100 coded dials		
		Group Dialing 129 destinations Sequential Broadcasting 140 destinations		
		Receive Modes FAX Only, Manual, Answering, Fax/Tel Auto Switch		
	-	Fax Features Dual Access, Remote RX, Distinctive Ring Pattern Detection, Error Correction Mode, Auto Redial, Manual Fax Forwarding		
		Memory Backup 5 minutes Activity Reports Activity Result & Activity Management pC Fax TX only		
		Paper Handling Specifications		
		Standard Paper Source(s) 150-sheet cassette ³		

Printers		Functions Print, Copy, Fax, Scan First page out (ready) black As fast as 5.4 sec	
MFP	10 pieces	Intel Core i7-7700, 8GB DDR4, 1TB Hard Drive, Windows 10 Pro. AMD RadeonR7 450, 4GB, Tower, 21" Monitor MFP Printers:	
DESKTOPS:	12 sets	1 year limited DESKTOPS:	
		Up to 8,000 pages per month Languages English, French, Spanish, Portuguese Warranty	
		*Yields based on ISO/IEC Standard LCD Display 5-row backlit LCD Duty Cycle	
		Cartridge Type Cartridge 128 (Yields approximately 2,100 pages*) Single Cartridge System	
		Package Weight Approx. 25.4 lbs.	
		Unit Weight (without/with cartridge) 18.1 lbs. (w/o cartridge) 19.5 lbs. (w/cartridge)	
		General Specifications Dimensions 14.7 (W) x 12.0 (D) x 12.0 (H)	
		Standard Interface(s) USB Device 2.0 Hi-Speed ⁵ OS Compatibility Windows® 8, Windows 7, Windows Vista®, Windows XP/2000, Mac OS X 10.4.9 and upCable Included Power Cord, Phone Cable (USB not included)	
		Document Feeder 30-sheet Simplex³ Paper Output Approx. 100 sheets (face down) Paper Weight16 to 43 lb. bond Media Sizes Letter, Legal, Statement, Executive, A4, A5, B5 Media Types Plain Paper, Heavy Paper, Recycled Paper, Transparency, Label, Envelope Envelope Capacity 10 envelopes Envelope Types Com 10, Monarch, DL, C5 Connectivity and Software Specifications	

Resolution (black) HP FastRes 1200

Resolution technology HP FastRes 1200, HP ProRes 1200, 600 dpi

Monthly duty cycle Up to 60,000 pages

Recommended monthly page volume 750 to 4000 [5] Print Technology Laser Display 3" (7.6 cm) intuitive

color touchscreen (CGD)

Number of print cartridges 1 (black)

Paper trays, standard 2 Paper trays, maximum 3 Connectivity, standard

1 Hi-Speed USB 2.0; 1 Host USB; 1 Gigabit Ethernet 10/100/1000T network; 1 Wireless 802.11b/g/n; Easyaccess USB

Network ready Standard (built-in Ethernet, Wi-Fi) [Operates as both an AP (with Wi-Fi Direct) and STA] Ports 1 Hi-Speed USB 2.0; 1 Host USB; 1 Gigabit Ethernet 10/100/1000T network; 1 Wireless

802.11b/g/n; Easy-access USB

Memory, standard 256 MB

Paper handling input, standard

100-sheet tray 1, 250-sheet input tray 2

Paper handling output, standard

150-sheet output bin

Duplex printing

Automatic (standard)

Envelope input capacity

Up to 10 envelopes

Finished output handling

Sheetfed

Media sizes supported

Tray 1: Letter; Legal; Executive; Oficio (8.5 x 13 in); A4; A5; A6; B5 (JIS); Oficio (216 x 340 mm); 16K (195 x 270 mm); 16K (184 x 260 mm); 16K (197 x 273 mm); Japanese Postcard; Double Japan Postcard Rotated; Envelope #10; Envelope Monarch; Envelope B5; Envelope C5; Envelope DL; Custom Size; A5-R; 4 x 6 in; 5 x 8 in; B6 (JIS); 10 x 15 in; statement; Tray 2 & Tray 3: Letter; Legal; Executive; Oficio (8.5 x 13 in); A4; A5; A6; B5 (JIS); Oficio (216 x 340 mm); 16K (195 x 270 mm); 16K (184 x 260 mm); 16K (197 x 273 mm); Custom Size; A5-R; 5 x 8 in; B6 (JIS); statement

Media sizes, custom

Tray 1: 3 x 5 to 8.5 x 14 in, Tray 2, 3: 4.13 x 5.85 to 8.5 x 14 in

Print speed, black (normal) Up to 40 ppm Dimensions (W X D X H)

 $16.54 \times 15.35 \times 12.72 \text{ in}$

Dimensions Maximum (W X D X H)

16.93 x 25 x 12.8 in

Weight



			_		
		28.35 lb			
		Package v	weight	i	
		34.1 lb			i
		Cable inc			
		Yes, I US Warranty			
	<u> </u>	Provider	warranty, return to HP Authorized Service		
Image	2 pieces	Image	Runner Photocopier:		
Runner		F .	Ranner I notocopier:		
Photocopier		Туре	Monochrome Digital Multifunction Imaging System		
			Functions		
			Standard: Copy, Print (UFR II LT), Scan		
			Optional: Print (PCL, PostScript 3		İ
		İ	Emulation), Send (Color Send,		
			Searchable PDF), Fax	-	
			Operation Panel 5.7" QVGA Black-		
			and-White LCD Touch-Screen		
		Image Server	Standard: 512MB RAM Maximum: 512MB RAM		
		Memory	Network Interface		
			Connection Ethernet 10/100Base- TX		
			Other Interface		
			Standard: USB 2.0 (Host)x1, USB		
			2.0 (Device)x1		
į			Optional; USB 2.0 (Host)ÿ3 (USB		
			Application 3-Port Interface Kit-A1),		
:			Serial Interface, Copy Control		
į			Interface		
		Multiple	1 to 999		
		Copies	Copy Exposure Automatic or		
			Manual (9 Levels)		
		Magnific ation	25% - 400% (1% Increments)		



Preset Reductio

25%, 50%, 64%, 73%, 78%

ns

Preset Enlarge ments

121%, 129%, 200%, 400%

Basic Copy Features Preset R/E

Ratios by Area, Finishing, Twosided, Exposure Adjustment,

Original Type Selection

Special Copy Features ID Card Copy, Two-page Separation, Image Combination, Frame Erase, Different

Size Original, Sharpness, Mode

Memory, Booklet

Standard Paper Capacity

(20 lb. Bond): Dual 550-sheet Paper

Cassettes

100-sheet Stack Bypass

Optional: Dual 550-sheet Paper

Cassettes

Maximu m Paper Capacity 2,300 Sheets

Output Paper Capacity (20 lb.

Bond):

Standard: 250 Sheets (Inner Tray) Maximum: 1,100 Sheets (w/Inner Finisher-B1 and Inner Finisher

Additional Tray-B1)

Cassette

Cassette 1/3/4: 11" x 17", Legal, Letter, Letter-R, Statement-R,

Executive

Cassette 2: 11" x 17", Legal, Letter, Letter-R, Statement-R, Executive,

Envelopes (COM10

No.10/Monarch/DL/ISO-B5/ISO-C5)*

Accessories Feeders

Description

DADF-AB1•

Acceptable Originals

11" x 17", Legal, Letter, Letter-R, or Statement

Scan Method: Duplexing Automatic Document Feeder Scanning Speed (BW/Color; Letter): Copy: 25 ipm (600 (iqb Scan: 35/25 ipm (300 dpi) Capacity 50 Sheets (Letter) Paper Weights 14 lb. Bond to 28 lb. Bond 28 lb. Bond to 34 lb. Bond when scanning a singlepage document Power Source From the Main Unit/Approximately 27.1W (Maximum) Dimensions 5" x 21-3/8" x 22-1/4" Weight Approximately 15.4 lb. Paper Capacity 550 Sheets x 2 Cassettes (20 lb. Bond) Paper Size 11" x 17", Legal, Letter, Letter-R, Statement-R. Executive Acceptable Paper Type: Plain, Recycled, Color, Pre-Punched Power Source From the Main Unit/Approximately 17.4W (Maximum) Dimensions 9-3/4" x 22-1/4" x 26-3/4" Weight Approximately 52.9 lb. Number Of Trays Up to 2 Trays (w/Inner Finisher Additional Tray-B1) **Total Output** Capacity: Without Inner Finisher Additional Tray-B1:

			1,000 Sheets		
			With Inner Finisher Additional Tray-A1: Upper Tray: 100 Sheets (Letter) Lower Tray: 1,000 Sheets (Letter)		
		Power Source	From the Main Unit/Approximately 43.9 W (Maximum)		
		Dimensions	11-3/5" x 27-3/4" x 21-7/8" (When the auxiliary tray is extended)		
		Paper Size	11" x 17", Legal, Letter, Letter-R, Statement-R, Executive Acceptable Paper Type: Plain, Recycled, Color (17 lb. Bond to 21 lb. Bond), 3-Hole Punch, Heavy Paper 1 (22 lb. Bond to 24 lb. Bond), Heavy Paper 2 (24 lb. Bond to 28 lb. Bond), Heavy Paper 3 (28 lb. Bond to 34 lb. Bond)		
		Number Of Trays	2		
		Тор Тгау	100 Sheets (Letter)		
		Lower Tray	250 Sheets (Letter)		
		Dimensions	4-1/4" x 16-3/4" x 16-1/4"		
		Applicable Line	1 (Maximum)		
		Modem Speed	Super G3: 33.6 Kbps G3: 14.4 Kbps	:	
UPS:	12 pieces	UPS:			
		APC Back-UPS Pro 18 Surge Protector	500VA UPS Battery Backup &		
Laptops:	6 pieces	Laptops:			
		Intel Core i7-7500U, 1: NVIDIA GeForce 940N (Licenced)	2GB DDR4, 256GB SSD, 1X, Windows 10 Pr0, Office 2016		

External Hard	3 pieces	External Hard drives:		
drives:				
<u> </u>		4TB slim drives(USB 3:0)		
Stabilizer:	12 pieces	Stabilizer:		
		2000 \\(\text{\text{M}} \)		
		3000 Watt 220/240 Automatic Voltage		
Dower	 	Regulator Stabilizer		
Power surge electrical	5 pieces	Power surge electrical extensions:		
extensions:		Outlet Power Strip Surge Protector with 10-		
		Foot Cord and Telephone, Ethernet, Coaxial		
		Protection		
Split Air	8 set			
Conditioners:		Split Air Conditioners: 9000BTU split unit Air Conditioner		
Office Office	4 pieces	Office Shredder:	<u>- </u>	
Shredder:				
		 Auto start/stop 	ļ	
		 Shreds paper clips and staples 		
		Manual reverse mode		
		Overload protection Waste bin in structured.		
		Waste bin includedThroat Width — 9.25"		
		 Maximum Sheets (20#) — 8 		
		• Speed (Feet/Minute) — 15		
		 Throughput (Sheets x Speed) — 		
		120		
		 Shred Size (Inches) — 5/32" x 2- 5/32" chips 		
]	Anti-Paper Jammer — Jam-		
		Stopper® Electronics		
		 Size— 28.75" H x 16.75" W x 		
		15.5" D		
		 Manufacturer Warranty — 1 year 		
		parts and labor, 1 years cutting		
		heads Shred Bags must be included.		
ļ		Shred Bags must be includedShredder Oil must be included		
Metal Filing		Metal Filing Cabinet:		
Cabinet:		Type: Office Furniture		
		Onice i difficile		

M

Specific Use: Filing Cabinet Material: Metal Size: H1850*W850*D400mm Name: steel filing cabinet specifications Structure: Knocked down, Collapsible, Detachable, Demountable Thickness: 0.4-1.0mm, High quality cold rolled steel sheet Surface: Environmental protection powder coating Lock: Yes Warranty: 1 year

Carine Yengayenge **Deputy Country Director Operations**

September 31, 2017



^{*}Pls. attach delivery schedule, if relevant, and cluster by lot, if partial bids will be allowed. Specify delivery locations if goods multiple destinations.

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁵

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁵)

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. _SLE/RFQ/2017/021__:

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

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
 .		 -			
					
			<u>. </u>	<u> </u>	
···				-	
<u></u>	Total Prices of Goods ⁷	<u></u> -		· ' · · · · · ·	
	Add: Cost of Transportation			·	
	Add : Cost of Insurance				 _
	Add: Other Charges (pls. specify)	·	<u> </u>		-
	Total Final and All-Inclusive Price Quota	tion			

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⁵ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁶ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

⁷ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

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

Other Information pertaining to our	Your Responses				
Quotation are as follows:	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter		
Delivery Lead Time			proposal		
Estimated weight/volume/dimension of the Consignment:					
Country/ies Of Origin ⁸ :					
Warranty and After-Sales Requirements			<u> </u>		
a) Training on Operations and Maintenance			And the state of t		
b) Minimum one (1) year warranty on both parts and labor			design of the second se		
c) Service Unit to be Provided when the Purchased Unit is Under Repair		**************************************			
d) Brand new replacement if Purchased Unit is beyond repair					
e) Others					
Validity of Quotation					
All Provisions of the UNDP General Terms					
Other requirements [pls. specify]					

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]

⁸ If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require the supplier of Computer and Accessories arded the PO/contract.



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 <u>Force Majeure</u>), 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
- 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.

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