



**REQUEST FOR QUOTATION (RFQ)
(Goods)**

NAME & ADDRESS OF FIRM	DATE: November 16, 2017
	REFERENCE: RE-RFQ-BD-2017-022

Dear Sir / Madam:

We kindly request you to submit your quotation for **"Retender-Supply, Installation and Commissioning of ICT Equipment (Printer and UPS Server for UNDP Bangladesh Country Office"**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or **before November 23, 2017, 04:30 pm (Bangladesh Local Time)** through online e-Tendering system in the following link:

<https://etendering.partneragencies.org>

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

Or

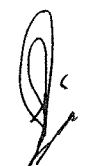
Physically submission to our below office address:

Bid Box, UNDP Bangladesh Country Office, 19th Floor. IDB Bhavan, Agargona, Dhaka before November 23, 2017, 04:30 pm (Bangladesh Local Time)

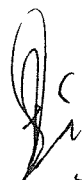
and follow the registration steps as specified in the system user guide.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Exact Address/es of Delivery Location/s (identify all, if multiple)	18th and 19th Floor, IDB Bhavan, Agargaoan, UNDP Bangladesh, Dhaka, Bangladesh Focal Person:TBA after awarding the contract.	
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	☒ 30 days from the issuance of the Purchase Order (PO)	
Delivery Schedule	☒ Required As per delivery schedule mentioned in the Purchase order or 30 days from the issuance of the Purchase Order (PO)	
Packing Requirements	☒ Not Required	
Mode of Transport	☐ AIR	☒ LAND
	☐ SEA	☐ OTHER [pls. specify]
Preferred Currency of Quotation ¹	☒ Local Currency : BDT (Taka)	
Value Added Tax on Price Quotation ²	☒ Must be inclusive of VAT and other applicable indirect taxes ☐ Must be exclusive of VAT and other applicable indirect taxes	
Deadline for the Submission of Quotation	Bid Box, UNDP Bangladesh Country Office, 19th Floor. IDB Bhavan, Agargona, Dhaka before November 23, 2017, 04:30 pm (Bangladesh Local Time) COB, Thursday, November 23, 2017 and 04:30 pm	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	☒ English	
Documents to be submitted ³	☒ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; ☒ Minimum 05 years of experience as an organization. Supporting documents are required to attached with proposal. Relevant purchase order/ Notification of awards must attach with proposal as an integral parts of submission.	



	☒ Minimum 03 years of experience is required to deal with Relevant or similar nature of products. Supporting documents are required to attached with proposal. Relevant purchase order/ Notification of awards must attach with proposal as an integral parts of submission. ☒ Latest Business Registration Certificate; ☒ Bank solvency certificate (latest three months from the date of bid floating date) ☒ Others VAT and Update TIN Certificate ☒ Manufacturere Authorization or Distributor ownership/ License from sole manafacturere are required for both items. ☒ At least 03 years after sales service and warranty service are required. (Letter of commitment or warranty service must attach with proposal). ☒ Product catalogue or brochure or technical data sheet must attach with the financial proposal for quoted items or models. ☒ Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <i>(template attached)</i>
Period of Validity of Quotes starting the Submission Date	☐ 60 days ☒ 90 days ☒ 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
Payment Terms ⁴	☒ 100% upon complete delivery of goods and certified by the contract administrator.
Liquidated Damages	Liquidated damages for delay caused by the Vendor shall be 0.1% of the price of the Contract per each working day of delay but not exceeding 10% of the total value of the contract.



Evaluation Criteria	☒ Technical responsiveness/Full compliance to requirements and lowest price⁵ ☒ 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]
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 10 days ☒ Poor quality/unacceptable delivery and failure to do necessary corrections/replacements as requested by UNDP will result in cancellation of the PO
Conditions for Release of Payment	☒ Written Acceptance of Goods based on full compliance with RFQ requirements
Annexes to this RFQ	☒ Specifications of the Goods and services Required (Annex 1) ☒ Form for Submission of Quotation (Annex 2) ☒ General Terms and Conditions / Special Conditions (Annex 3). ☒ Written Self-Declaration (Annex 4)
Contact Person for Inquiries (Written inquiries only) ⁶	<i>Mariam Akther Rikta</i> <i>Head of Procurement</i> bd.procurement@undp.org If any potential company has any query about the RFQ document, that has to be submitted to the UNDP contact person mentioned above through email ID bd.procurement@undp.org latest 21th November by 4.30 pm. <u>"Attn. Queries– RE-RFQ-BD-2017-022"</u> 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.



Other Information/ Pre-bid Meeting	Not required
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N/B

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
- 6) Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.
- 7) 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.

- 8) 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:
- 9) <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>
- 10) **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.
- 11) 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,


Sonia Mehzabeen
Operations Manager
November 16, 2017

A handwritten signature in blue ink, located at the bottom right of the page, below the typed signature block.

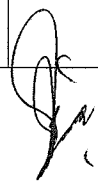
Annex 1

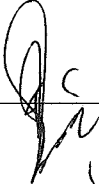
Technical Specification Multifunctional Printer and UPS

SI No	Name of Works	UOM	Qty
1	Supply, Installation and Commissioning of Multifunctional Printer for UNDP Country Office: Item Description Brand: HP or or Equivalent Model: HP LaserJet Enterprise MFP M632h or Equivalent Country of Origin USA Functions Print, copy, scan; Print Speed Up to 65/61 ppm Print ResolutionBlack (fine lines): Up to 1200 x 1200 dpi Print Technology Laser; Print Cartridges Number 1 (black) Print LanguagesHP PCL 6; HP PCL 5c; HP postscript level 3 emulation, native PDF printing (v 1.7), URF (AirPrint) Standard Connectivity "1 Hi-Speed Device USB 2.0; 2 Host USB (1 walk-up and 1 external accessible); 1 Gigabit Ethernet 10/100/1000T network; 1 Hardware Integration Pocket" Memory Standard: 1.5 GB (printer); 512 MB (scanner) HDD 320 GB Processor Speed 1.2 GHz Automatic Paper SensorYes Paper Trays Min 2 Duplex Printing Automatic Monthly Duty Cycle 300,000 pages Paper Handling Input, Standard 100-sheet multi-purpose tray, 550-sheet input tray 2, 150-sheet automatic document feeder Paper Handling Output, Standard 500-sheet output tray, two-sided printing	EA	05



Media Sizes Supported "Feeder 1: Letter, legal, statement, executive, Oficio (8.5 x 13 in), envelopes [No. 9, No. 10, Monarch (7 3/4)], 3 x 5, 4 x 6, 5 x 7, 5 x 8; Feeder2: letter, executive;" Media Types Paper (plain, light, bond, recycled, heavy, extra heavy, cardstock, pre-printed, pre-punched, colored, rough, heavy rough), mono transparency, labels, letterhead, envelope, heavy envelope Supported Media Weight "Feeder 1: 16 to 53 lb bond (plain), 16 to 24 lb(envelopes); Feeder 2: 16 to 32 lb bond (plain)" Control Panel 8.0-in (20.3 cm) Color Graphics Display (CGD) with touchscreen; rotating (adjustable angle) display; illuminated Home button (for quick return to the Home menu) Display Description 8" color touchscreen Software Included For Windows OS; Compatible Operating Systems "Windows OS: Windows XP, Vista, 7, 8, 8.1, 10, all 32 andf 64-bit editions, Mac OS : OS X 10.8, 10.9, 10.10 Mobile OS (In-OS drivers): iOS, Android, Windows 8/8.1/10 RT; Linux OS (In-OS HPLIP; SUSE Linux, Fedora, Linux Mint, Ubuntu" Power Input voltage: 220 V to 240V nominal, (+/-10%) 50 - 60Hz nominal (+/- 3Hz), 6 A Power Consumption 900 watts (printing/copying), 47 watts (ready), 0.9 watts (sleep) Energy Efficiency Compliance ENERGY STAR certified; Blue Angel; EPEAT Silver Security Management Identity management: Kerberos authentication, LDAP authentication, 1000 user PIN codes, optional HP and 3rd party advanced authentication solutions (e.g., badge readers); Network: IPsec/firewall with Certificate, Pre-Shared Key, and Kerberos authentication, Supports WJA-10 IPsec configuration Plug-in, 802.1X authentication (EAP-PEAP, EAP-TLS), SNMPv3, HTTPS, Certificates, Access Control List; Data: Storage Encryption, Encrypted PDF & Email (uses FIPS 140-2 validated cryptographic libraries), Secure Erase, SSL/TLS (HTTPS), Encrypted Credentials; Device: Security lock slot, USB port disablement, hardware integration pocket for security solutions, optional Trusted Platform Module; Security management: Compatible with optional HP JetAdvantage Security Manager	
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	Scan Type / Technology Type: Flatbed, ADF; Technology: Charge Coupled Device (CCD) Scan Resolution Hardware: Up to 600 x 600 dpi; Optical: Up to 600 dpi Scan File Format "Digital Send: PDF, Hi-Compression PDF, JPEG, TIFF, MTIFF, XPS, PDF/A; Scan to easy access USB: PDF, JPEG, TIFF, MTIFF, XPS, PDF/A; Print from easy access USB: PDF, PS, Print Ready files (.prn, .pcl, .cht)" Scan Input Modes Front panel applications: Copy; E-mail; Save to Network Folder; Save to USB; Save to Device Memory; Save to SharePoint; Open Extensibility Platform (EXP) applications; HP Scan or user application via TWAIN Scan Size "ADF: 215.9 x 863.6 mm Maximum; 68 x 147 mm Minimum; Flatbed: 220 x 365 mm" Scan Speed "Up to 75 ppm/120 ipm (b&w), up to 75 ppm/120 ipm (color)18; Duplex: Up to 120 ipm (b&w), up to 120 ipm (color)" Scanner Advanced Features "Optimize text/picture; Image adjustments; Job build; Output quality setting; Selectable scan resolution 75 to 600 dpi; Auto detect color; Edge Erase; Job notification; Blank page suppression; Quick Sets PDF, JPG, TIF, MTIF" Bit depth Internal: 30 bit ; External: 24 bit/ 256 Digital Sending Standard Features Scan to E-mail; Save-to-Network Folder; Save-to-USB drive; Send to SharePoint; Send to FTP; Send to Internet Fax; Local Address Book; SMTP over SSL; Blank Page Removal; Edge Erase; Auto Color Sense; Auto Crop To Content; Compact PDF Copy Speed Black (Letter): Up to 65 cpm Copy Resolution Black (text and Graphics): Up to 600 x 600 dpi; Maximum Number of Copies Up to 9999 copies Copier Resize 25 to 400% Copier Settings "Two-sided copying, scalability, image adjustments (darkness, contrast, background cleanup, sharpness), N-up, N or Z-ordering, content orientation, collation, booklet, job build, edge-to-edge, job storage, ID Copy, Book Copy, A-to-B Copy (different media sizes)" Enterprise server less pull printing solution Brand Celivio Model Celiveo Enterprise Pack for MFP and Printer Country of origin USA		
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	Card type SProximity type card reader Licensing Licenses for security integration with existing security printing solution. Additional work Installation, Configuration, Testing for both system(Hardware, Software, Security) Warranty Three-years full onesite		
02	Supply, Installation and Commissioning of Server UPS for UNDP Country Office: Item UPS Brand: SOCOMEC/DELL/APC OR EQUIVALENT Model Please Mention County Of Origin USA/ Europe Capacity 11KVA Rack Mount Yes Rack Mount Kit Yes Input Voltage 230 V (1ph) 181÷280 V; up to 100 V @50% load Input Frequency 50/60 Hz +/-10% (Auto-Selectable) Output Voltage 230 V (1ph) selectable 200 / 208 / 220 / 240 V Output Frequency 50 or 60 Hz + /- 2 % (+/- 0.05 Hz in battery mode) Efficiency (online mode) up to 93% Overload capability up to 105% continuously; 125% x 5 min; 150% x 30 sec Safety IEC/EN 62040-1, AS 62040.1.1, AS 62040.1.2 EMC IEC/EN 62040-2, AS 62040.2 Performance IEC/EN 62040-3 (efficiency tested by an external independent body) Product declaration CE, RCM (E2376) Backup Time 10-15 min UPS Management Software Yes Warranty 3 Years onsite Warranty	EA	02

Sincerely yours,


Sonia Mehzabeen
Operations Manager
November 16, 2017



Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁷

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁸)

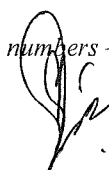
We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. _____:

TABLE 1: Offer to "Retender- Supply, Installation and Commissioning of Multifunctional Printer and Server UPS for UNDP Country Office: Goods Compliant with Technical Specifications and Requirements

SI No	Name of Works	UOM	Qty	Unit Price	Total price (All inclusive VAT, all direct and Indirect cost)
1	Supply, Installation and Commissioning of Multifunctional Printer for UNDP Country Office: Item Description Brand: HP or or Equivalent Model: HP LaserJet Enterprise MFP M632h or Equivalent Country of Origin USA Functions Print, copy, scan; Print Speed Up to 65/61 ppm Print ResolutionBlack (fine lines): Up to 1200 x 1200 dpi	EA	05		

⁷ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁸ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

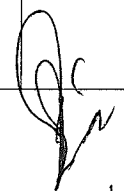


Print Technology Laser; Print Cartridges Number 1 (black) Print Languages HP PCL 6; HP PCL 5c; HP postscript level 3 emulation, native PDF printing (v 1.7), URF (AirPrint) Standard Connectivity "1 Hi-Speed Device USB 2.0; 2 Host USB (1 walk-up and 1 external accessible); 1 Gigabit Ethernet 10/100/1000T network; 1 Hardware Integration Pocket" Memory Standard: 1.5 GB (printer); 512 MB (scanner) HDD 320 GB Processor Speed 1.2 GHz Automatic Paper Sensor Yes Paper Trays Min 2 Duplex Printing Automatic Monthly Duty Cycle 300,000 pages Paper Handling Input, Standard 100-sheet multi-purpose tray, 550-sheet input tray 2, 150-sheet automatic document feeder Paper Handling Output, Standard 500-sheet output tray, two-sided printing Media Sizes Supported "Feeder 1: Letter, legal, statement, executive, Oficio (8.5 x 13 in), envelopes [No. 9, No. 10, Monarch (7 3/4)], 3 x 5, 4 x 6, 5 x 7, 5 x 8; Feeder 2: letter, executive;" Media Types Paper (plain, light, bond, recycled, heavy, extra heavy, cardstock, pre-printed, pre-punched, colored, rough, heavy rough), mono transparency, labels, letterhead, envelope, heavy envelope Supported Media Weight "Feeder 1: 16 to 53 lb bond (plain), 16 to 24 lb (envelopes); Feeder 2: 16 to 32 lb bond (plain)" Control Panel 8.0-in (20.3 cm) Color Graphics Display (CGD) with touchscreen; rotating (adjustable angle) display; illuminated Home button (for quick return to the Home menu) Display Description 8" color touchscreen Software Included For Windows OS;				
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Compatible Operating Systems "Windows OS: Windows XP, Vista, 7, 8, 8.1, 10, all 32 and 64-bit editions, Mac OS : OS X 10.8, 10.9, 10.10 Mobile OS (In-OS drivers): iOS, Android, Windows 8/8.1/10 RT; Linux OS (In-OS HPLIP; SUSE Linux, Fedora, Linux Mint, Ubuntu" Power Input voltage: 220 V to 240V nominal, (+/-10%) 50 - 60Hz nominal (+/-3Hz), 6 A Power Consumption 900 watts (printing/copying), 47 watts (ready), 0.9 watts (sleep) Energy Efficiency Compliance ENERGY STAR certified; Blue Angel; EPEAT Silver Security Management Identity management: Kerberos authentication, LDAP authentication, 1000 user PIN codes, optional HP and 3rd party advanced authentication solutions (e.g., badge readers); Network: IPsec/firewall with Certificate, Pre-Shared Key, and Kerberos authentication, Supports WJA-10 IPsec configuration Plug-in, 802.1X authentication (EAP-PEAP, EAP-TLS), SNMPv3, HTTPS, Certificates, Access Control List; Data: Storage Encryption, Encrypted PDF & Email (uses FIPS 140-2 validated cryptographic libraries), Secure Erase, SSL/TLS (HTTPS), Encrypted Credentials; Device: Security lock slot, USB port disablement, hardware integration pocket for security solutions, optional Trusted Platform Module; Security management: Compatible with optional HP JetAdvantage Security Manager Scan Type / Technology Type: Flatbed, ADF; Technology: Charge Coupled Device (CCD) Scan Resolution Hardware: Up to 600 x 600 dpi; Optical: Up to 600 dpi Scan File Format "Digital Send: PDF, Hi-Compression PDF, JPEG, TIFF, MTIFF, XPS,				
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PDF/A; Scan to easy access USB: PDF, JPEG, TIFF, MTIFF, XPS, PDF/A; Print from easy access USB: PDF, PS, Print Ready files (.prn, .pcl, .cht)" Scan Input Modes Front panel applications: Copy; E-mail; Save to Network Folder; Save to USB; Save to Device Memory; Save to SharePoint; Open Extensibility Platform (OXF) applications; HP Scan or user application via TWAIN Scan Size "ADF: 215.9 x 863.6 mm Maximum; 68 x 147 mm Minimum; Flatbed: 220 x 365 mm" Scan Speed "Up to 75 ppm/120 ipm (b&w), up to 75 ppm/120 ipm (color)18; Duplex: Up to 120 ipm (b&w), up to 120 ipm (color)" Scanner Advanced Features "Optimize text/picture; Image adjustments; Job build; Output quality setting; Selectable scan resolution 75 to 600 dpi; Auto detect color; Edge Erase; Job notification; Blank page suppression; Quick Sets PDF, JPG, TIF, MTIF" Bit depth Internal: 30 bit ; External: 24 bit/ 256 Digital Sending Standard Features Scan to E-mail; Save-to-Network Folder; Save-to-USB drive; Send to SharePoint; Send to FTP; Send to Internet Fax; Local Address Book; SMTP over SSL; Blank Page Removal; Edge Erase; Auto Color Sense; Auto Crop To Content; Compact PDF Copy Speed Black (Letter): Up to 65 cpm Copy Resolution Black (text and Graphics): Up to 600 x 600 dpi; Maximum Number of Copies Up to 9999 copies Copier Resize 25 to 400% Copier Settings "Two-sided copying, scalability, image adjustments (darkness, contrast, background cleanup, sharpness), N-up, N or Z-ordering, content orientation,				
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	collation, booklet, job build, edge-to-edge, job storage, ID Copy, Book Copy, A-to-B Copy (different media sizes)" Enterprise server less pull printing solution Brand Celivio Model Celiveo Enterprise Pack for MFP and Printer Country of origin USA Card type SProximity type card reader Licensing Licenses for security integration with existing security printing solution. Additional work Installation, Configuration, Testing for both system (Hardware, Software, Security) Warranty Three-years full onsite				
02	Supply, Installation and Commissioning of Server UPS for UNDP Country Office: Item UPS Brand: SOCOMEC/DELL/APC OR EQUIVALENT Model Please Mention County Of Origin USA/ Europe Capacity 11KVA Rack Mount Yes Rack Mount Kit Yes Input Voltage 230 V (1ph) 181÷280 V; up to 100 V @50% load Input Frequency 50/60 Hz +/-10% (Auto-Selectable) Output Voltage 230 V (1ph) selectable 200 / 208 / 220 / 240 V Output Frequency 50 or 60 Hz +/- 2 % (+/- 0.05 Hz in battery mode) Efficiency (online mode) up to 93% Overload capability up to 105% continuously; 125% x 5 min; 150% x 30 sec Safety IEC/EN 62040-1, AS 62040.1.1, AS 62040.1.2 EMC IEC/EN 62040-2, AS 62040.2 Performance IEC/EN 62040-3 (efficiency tested by an external independent body) Product declaration CE, RCM (E2376)	EA	02		

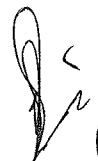
Backup Time	10-15 min				
UPS Management Software	Yes				
Warranty	3 Years onsite Warranty				
Grand Total price (All inclusive VAT, all direct and Indirect cost)					

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

Other Information pertaining to our Quotation are as follows:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time-30 Working days after issuance the PO			
Validity of Quotation: 120 days			
All Provisions of the UNDP General Terms and Conditions			
Other requirements: Documents to be submitted For Eligibility Criteria			

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

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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

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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.

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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:

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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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Annex - 4

Declaration

Date:

United Nations Development Programme

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

Assignment:

Reference: RE-RFQ-BD-2017-022

Dear Sir,

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

Yours Sincerely,

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

[Designation]

[Date]

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