



REQUEST FOR QUOTATION (RFQ) For the Supply of Office Stationery

NAME & ADDRESS OF FIRM	DATE: January 29, 2018
	REFERENCE: UNDP/RFQ/02/2018

Dear Sir / Madam:

We kindly request you to submit your quotation for **the Supply of Office Stationery Items**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

This bidding exercise will result in entering into Long Term Agreement with the selected vendor for a period of one year, with the possibility of extension for additional one year, based on satisfactory performance.

Quotations may be submitted on or before **3:00PM, February 14, 2018** in sealed envelope by
, ☐ *courier mail or hand delivery* to the address below:

United Nations Development Programme
Ref: UNDP/RFQ/02/2018
The Registry, Reception, UN House
Pulchowk, Lalitpur, Nepal

A Pre-Bid Meeting will be held on **5 February at 3:00 PM** at the UN Conference Room, UN House, Pulchowk, Lalitpur. All interested parties are highly encourage to attend the Pre-Bid Meeting.

Please take note of the following requirements and conditions pertaining to the supply of the above mentioned good/s:

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input type="checkbox"/> DAP <input checked="" type="checkbox"/> Other: Delivery price in Nepalese Rupees inclusive of VAT	
Customs clearance ¹ , if needed, shall be done by:	<input type="checkbox"/> UNDP <input checked="" type="checkbox"/> Supplier/Offeror <input type="checkbox"/> Freight Forwarder	
Exact Address/es of Delivery Location/s (identify all, if multiple)	UNDP Nepal and its assisted projects and UN agencies UN House, Pulchowk Lalitpur, Nepal	
UNDP Preferred Freight Forwarder, if any ²	Not applicable	
Distribution of shipping documents (if using freight forwarder)	Not applicable	
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> Deliveries are to be made on “as and when required” basis upon issuance of the Purchase Order (PO) <input type="checkbox"/> As per Delivery Schedule attached [if delivery will be staggered] Time: [pls. indicate] Time Zone of Reference: [pls. indicate]	
Delivery Schedule	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required	
Packing Requirements		
Mode of Transport	<input type="checkbox"/> AIR <input type="checkbox"/> SEA	<input type="checkbox"/> LAND <input type="checkbox"/> OTHER [pls. specify]
Preferred Currency of Quotation ³	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency: Nepalese Rupees (NPR.)	
Value Added Tax on Price Quotation ⁴	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes	

¹ Must be linked to INCO Terms chosen.

² Depends on INCO Terms. The suggestion to use a UNDP preferred courier is only for purposes of familiarity with procedures and documentary requirements applicable to the UNDP when clearing with customs.

³ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

⁴ This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

After-sales services required	<input type="checkbox"/> Warranty on Parts and Labor for minimum period of Click to type <input type="checkbox"/> Technical Support <input type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair <input type="checkbox"/> Others [pls. specify]
Deadline for the Submission of Quotation	3:00PM, Wednesday, February 14, 2018 Nepal Standard Time
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others [pls. specify, including dialects, if needed]
Documents to be submitted ⁵	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input type="checkbox"/> A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users; <input type="checkbox"/> 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; <input type="checkbox"/> Quality Certificates (ISO, etc.), if applicable; <input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Latest VAT/PAN Registration Certificate; <input checked="" type="checkbox"/> Latest Tax Clearance Certificate; <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 2 years having minimum annual turnover of Nepalese Rupees 2,400,000.00; <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top three (3) Clients; <input type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); <input type="checkbox"/> Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer); <input type="checkbox"/> Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied; <input type="checkbox"/> Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods". <input type="checkbox"/> Patent Registration Certificates (if any of technologies submitted in the quotation is patented by the Supplier); <input 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 type="checkbox"/> Others [pls. specify as many as required]

⁵ First 2 items in this list are mandatory for the supply of imported goods

Period of Validity of Quotes starting the Submission Date	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted [
Payment Terms ⁶	<input checked="" type="checkbox"/> 100% upon complete delivery of goods <input type="checkbox"/> Others
Liquidated Damages	
Evaluation Criteria [check as many as applicable]	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price⁷ <input checked="" type="checkbox"/> Verification and acceptance of the submitted samples. <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions [this is a mandatory criterion and cannot be deleted regardless of the nature of services required] <input type="checkbox"/> Earliest Delivery / Shortest Lead Time ⁸ <input type="checkbox"/> Others [pls. specify]
UNDP will award to:	<input checked="" type="checkbox"/> One supplier <input type="checkbox"/> One or more Supplier, depending on the following factors: The LTA will be awarded to the technically qualified lowest bidder.
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Long-Term Agreement⁹ (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) <input type="checkbox"/> Other Type/s of Contract [pls. specify]
Special conditions of Contract	<input type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by [indicate number of days] <input type="checkbox"/> Others [pls. specify]
Conditions for Release of Payment	<input type="checkbox"/> Passing Inspection [specify method, if possible] <input type="checkbox"/> Complete Installation <input type="checkbox"/> Passing all Testing [specify standard, if possible]

⁶ UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

⁷ UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

⁸ This shall be used for time-critical and/or exigent requirements (e.g., post-crisis emergencies, elections, etc.).

⁹ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation

	<input type="checkbox"/> Completion of Training on Operation and Maintenance <i>[specify no. of trainees, and location of training, if possible]</i> <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements <input type="checkbox"/> Others <i>[pls. specify]</i>
Annexes to this RFQ ¹⁰	<input checked="" type="checkbox"/> Specifications of the Goods Required (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). <input type="checkbox"/> Others <i>[pls. specify, if any]</i> Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact address for Inquiries (Written inquiries only) ¹¹	<i>Procurement Unit</i> <i>UNDP Nepal</i> Email: query.procurement.np@undp.org Written inquiries must be submitted on or before 12:00noon, 5 February 2018. UNDP shall respond to the inquiries through a bulletin by the next working day. Inquiries received after the above date and time shall not be entertained. 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.

¹⁰ Where the information is available in the web, a URL for the information may simply be provided.

¹¹ 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.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. **In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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,



Deepak Shrestha
Procurement Analyst
January 29, 2018

Technical Specifications and Requirements **Office Stationery Items**

SN	Item Description	Unit	Specifications/ Remarks	Brands
1	A4 Business Card Holder (Big)	Pcs	20 sheets to hold 400 name cards	Deli or Comix or Equivalent
2	Battery (AAA)	Pair		Duracell or Sony or equivalent
3	Battery (D) Big	Pair		Duracell or Sony or equivalent
4	Battery AA	Pair		Duracell or Sony or equivalent
5	Binder Clip (19 mm) (3/4")	Boxes	12 pcs/box	Eagle or Deli or Equivalent
6	Binder Clip (25 mm) (1")	Boxes	12 pcs/box	Eagle or Deli or Equivalent
7	Binder Clip (32 mm) (1 5/8") (33mm) (1 1/4")	Boxes	Clip capacity: 12 mm; 12 pcs/box	Eagle or Deli or Equivalent
8	Binder Clip (41 mm) (1 5/8") (1 3/4")	Boxes	12 pcs/box	Eagle or Deli or Equivalent
9	Binder Clip (51 mm) (2")	Boxes	Clip capacity: 25 mm; 12 pcs/box	Eagle or Deli or Equivalent
10	Binding Transparency Sheet	Pkt	A4 (210mm X 297mm); 100 sheets	Oddy or equivalent
11	Board Marker(Black)	Pcs		Snow man or equivalent
12	Board Marker(Blue)	Pcs		Snow man or equivalent
13	Board Marker(Green)	Pcs		Snow man or equivalent
14	Board Marker(Red)	Pcs		Snow man or equivalent
15	Business File A4	Pcs		Deli or Equivalent
16	Calculator	Pcs	Calculator (Casio MT 120)	Casio or equivalent (12 digits)
17	Carbon Paper	Pkt	Size:210mm X 330mm; 100 sheets	Camel or equivalent
18	Cello Gel Pen (Red)	Pcs	0.5	Cello Pointec Gel or equivalent
19	Cello Gel Pen (Blue)	Pcs	0.5	Cello Pointec Gel or equivalent
20	Cello Pen (Black)	Pcs		Cello Technotip or equivalent
21	Cello Pen (Blue)	Pcs		Cello Technotip or equivalent
22	Cello Pen (Red)	Pcs		Cello Technotip or equivalent
23	Cello Tape (Small)	Roll	18 mm width X 200-meter Length	Deli or equivalent
24	Cello Tape 25 mm (Big)	Roll	Thickness (mils): 1.57; 25 mm width X 130-meter Length	Camat or equivalent
25	Color Paper Clip (29 mm)	Boxes	Multicolored with plastic cover; 100 pcs/box; Dimension: 65 x 50 mm; Size: 29mm	Deli or SDI or equivalent
26	Color Paper Clip (50 mm)	Boxes	Multicolored with plastic cover; 150 pcs/box; Size: 50mm	Deli or SDI or equivalent
27	Correction Pen	Pcs	Vol.8ml	Gangy or equivalent
28	Dust Bin	Pcs		Bagmati or equivalent
29	Duster	Pcs	Whiteboard duster with a magnet	Deli or equivalent
30	DVD/RW	Pcs	Video+Photos/RW	Imation or equivalent
31	Eraser	Pcs	Size: 43 x 19 x 13 mm	Staedtler or equivalent
32	File - 2 Ring Colour	Pcs	Blue color only	Elfen or equivalent
33	File - 2 Ring Transparency (Clear Book)	Pcs	A4 Size/ 40 pockets	Comix or Elfen or equivalent

34	File - Index Big	Pcs	Blue color only	Elfen or equivalent
35	File Separator (12 pcs per packet) (multicolor)	Pkt	A4 size; File Separator (12 pcs per packet) (multicolor)	Hua Jie or Elfen or Deli or equivalent
36	File Stand Metal	Pcs		Deli or equivalent
37	Flip Chart Paper	Roll	White, A1 80gsm 40 sheets	Deli or equivalent
38	Glue Stick 35 gm	Pcs	1.23 oz./ 35g	Amos or equivalent
39	Hanger File	Pcs	Fool Scap Size/ Paper	Deli or Elfen or equivalent
40	Highlighter (Blue)	Pcs	Paper+Copy+Fax+inkjet+ink	Staedtler or equivalent
41	Highlighter (Green)	Pcs	Paper+Copy+Fax+inkjet+ink	Staedtler or equivalent
42	Highlighter (Orange)	Pcs	Paper+Copy+Fax+inkjet+ink	Staedtler or equivalent
43	Highlighter (Pink)	Pcs	Paper+Copy+Fax+inkjet+ink	Staedtler or equivalent
44	Highlighter (Yellow)	Pcs	Paper+Copy+Fax+inkjet+ink	Staedtler or equivalent
45	In-out Tray	Set	Triple document tray (3 layers); size:297X210 mm	Deli or equivalent
46	Lamination Sheet	Pkt	A4 (220 x 310 mm); 100 pcs	Yidu Sails or Odos or equivalent
47	Magazine File (Box)	Pcs	H19	Hua Jie or Deli or equivalent
48	Manila Folder	Pcs	Good quality hard paper (Multicolors)	Good quality hard paper (Multicolors)
49	Meta Cards	Set	A set of multicolor metacards (5 colors - 100 pcs), 21 cm X 9 1/2 cm	A set of multicolor metacards (5 colors - 100 pcs)
50	My Clear Bag	Pcs	A4 size, envelope, transparent, white; 37 cm X 26 cm)	Deli or Elfen or equivalent
51	Note Book Spiral A4	Pcs	8 mm X 30 lines	Deli or equivalent
52	Note Book Spiral A5	Pcs	Five color in one	Neelgagan Spiral or equivalent
53	Note Book Spiral B5	Pcs	7mm X 31 lines	Deli or equivalent
54	OHP Pen (Black)	Pcs	Multimark 1513 Fine	Faber-Castell or Staedtler or equivalent
55	Packing Box	Pcs	Brown; 12"x 22"x14"; 7 ply	Brown (12"x 22"x14"), 7 ply
56	Paper Cutter	Pcs	Thickness 0.5mm sk5-100MMx18x0.5mm; 16 Blades 8X2 pcs; 2 pcs two blades	Deli or equivalent
57	Pen Holder	Pcs		Deli or equivalent
58	Pencil with eraser end	Pkt	12 pcs/ Box	Deli HB with eraser end or equivalent
59	Pen drive (8GB)	Pcs		Transcend or equivalent
60	Permanent Marker (Black)	Pcs		Snow man or equivalent
61	Permanent Marker (Blue)	Pcs		Snow man or equivalent
62	Permanent Marker (Green)	Pcs		Snow man or equivalent
63	Permanent Marker (Red)	Pcs		Snow man or equivalent
64	Pilot Pen (Black)	Pcs	Hitechpoint 0.5	V5 Pilot or equivalent
65	Pilot Pen (Blue)	Pcs	Hitechpoint 0.5	V5 Pilot or equivalent
66	Pilot Pen (Green)	Pcs	Hitechpoint 0.5	V5 Pilot or equivalent
67	Pilot Pen (Red)	Pcs	Hitechpoint 0.5	V5 Pilot or equivalent
68	Plastic Fasteners	Boxes	50 Sets/box, Spec:80mm, Multicolors	Deli or Equivalent
69	Plastic Folder	Pcs	A4 Size, Transparent, White; 30 cm X 22 cm)	Sun or Deli or equivalent
70	Plastic Rope	Pcs	80 metres, 800 gms	Nylon or equivalent
71	Post-it-Pad (3X3)	Pcs	Multicolored/ 1X 100 pcs	Eagle or Stickii or Equivalent
72	Post-it-Pad (3X5)	Pcs	Multicolored/ 1X 100 pcs	Eagle or Stickii or Equivalent
73	Post-it-Pad (9/24) (2X3)	Pcs	Multicolored/ 1X 100 pcs	Eagle or Stickii or equivalent

74	Punching Machine 800 HDP	Pcs	Punching Capacity: 63 Sheets; Punching Distance: 80 mm; Punching Dia: 5.50 mm	Kangaro or Equivalent
75	Punching Machine DP-540	Pcs	Punching Capacity: 25 sheets; Punching Distance: 80 mm; Punching Dia: 5.50 mm	Kangaro or Equivalent
76	Punching Machine HDP 2160	Pcs	Punching Capacity: 150 Sheets; Punching Distance: 70/80 mm; Punching Dia: 6 & 7.00 mm	Kangaro or Equivalent
77	Register No. 4	Pcs		Delux or equivalent
78	Rubber Band (Big)	Pkt	6 cm; Net Wt.: 1/4 lb (4 oz.)	OIC or Deli or equivalent
79	Rubber Band (Small)	Pkt	4 cm; Net Wt.: 1/4 lb (4 oz.)	OIC or Deli or equivalent
80	Ruler (Plastic) 12"	Pcs		Galaxy Super or Delux or equivalent
81	Ruler/Scale (Metal) 12"	Pcs	Stainless Steel	Ajanta or equivalent
82	Scissors (210 mm) (8 1/4")	Pair	Spec:210mm (8 1/4")	Deli or equivalent
83	Sharpener (Small)	Pcs		Natraj or Deli or equivalent
84	Sign Flag (Plastic) 25 flags each of 5 colors (12.7mm x 43.7mm)	Pcs	Sign Flag (Plastic) 25 flags each of 5 colors (12.7mm x 43.7mm)	Oddy or equivalent
85	Stamp Pad (Black)	Pcs		Deli or equivalent
86	Stamp Pad (Blue)	Pcs		Deli or equivalent
87	Stamp Pad (Red)	Pcs		Deli or equivalent
88	Stapler (HD 23S24)	Pcs	Staple use: 23/6 ~ 23/24; Loading Capacity: 100 Staples; Stapling Capacity: 210 Sheets	Kangaroo or Equivalent
89	Stapler HS- 45P	Pcs	Loading Capacity: 50/1000; Staple use: 24/6, 26/6; Stapling Capacity: 30 Sheets, Throat depth: 64mm	Kangaroo or Equivalent
90	Stapler No-10 (Small)	Pcs	Loading Capacity: 50 Staples; Stapling Capacity: 20 Sheets, Throat depth: 52mm	Kangaroo or Equivalent
91	Stapler Pin (10 Number)	Boxes	1000 staples (20 X 50)	Kangaroo or Equivalent
92	Stapler Pin 24/6-1m	Boxes	1000 staples (20 X 50)	Kangaroo or Equivalent
93	Stapler Remover	Pcs		Egale or Deli or equivalent
94	Table Sharpener	Pcs		Deli or equivalent
95	Tape Binding (Black+Big) 2"	Roll	48 mm w idth X 130-meter Length	Camat or equivalent
96	Tape Binding (Black+Small) 1"	Roll	25 mm w idth X 130-meter Length	Camat or equivalent
97	Tape Binding (Blue+Big) 2"	Roll	48 mm w idth X 130-meter Length	Camat or equivalent
98	Tape Binding (Green+Big) 2"	Roll	25 mm w idth X 130-meter Length	Camat or equivalent
99	Tape Binding (Green+Small)	Roll	48 mm w idth X 130-meter Length	Camat or equivalent
100	Tape Binding (Red+Big) 2"	Roll	25 mm w idth X 130-meter Length	Camat or equivalent
101	Tape Binding (Red+Small)	Roll	48 mm w idth X 130-meter Length	Camat or equivalent
102	Tape Binding(Blue+Small) 1"	Roll	25 mm w idth X 130-meter Length	Camat or equivalent
103	Tape Dispenser (Small) 815 for 1/2"	Roll	Specification: 147x61x71mm; Measure: 46.5x27.5x26cm; Packing Qty.: -/1/36	Deli or equivalent
104	Tape Dispenser 816 (Big) for 1"	Roll	Specification: 205x80x95mm; Measure: 44.5x27.5x34.5cm; Packing Qty.: -/1/18	Deli or equivalent
105	Tape Invisible	Roll	19mm x 33m w idth X 130-meter Length	Camat or equivalent
106	Tape Masking	Roll	25 mm w idth X 130-meter Length	Deli or equivalent
107	Tape Masking (Both side)	Roll	Double-sided foam, 2.5 mm X 24 mm X 5y (4.57-meter length)	Camat or equivalent
108	Tape Packing	Roll	Brown X 48 mm Width X 130-meter Length	Elfen or Camat or equivalent

109	Thumb Pin or Push Pin	Boxes	Multicolored; 35 pcs/ box	Deli or equivalent
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The amount of Long Term Agreement (i.e. estimated volume of procurement of office stationery will be approximately NPR. 3,000,000 per year.

Sample Inspection:

All interested bidders must inspect samples of stationeries at UNDP Nepal during the pre-bid meeting on 5 February 2018 at 3:00 PM to know the requirements of UNDP and should submit quotations according to the quality of the inspected samples.

Sample Submission:

Samples of all the items quoted by the bidder must be submitted together with the bid. Bids without samples will not be considered. The bidder should clearly provide their identification number in the samples so that they do not get mixed up with the samples from other suppliers.

Sincerely yours,



Deepak Shrestha
Procurement Analyst
January 29, 2018

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION¹²

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery¹³)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply Office Stationery Items for UNDP Nepal, its assisted projects and UN agencies as listed below in conformity with the specification and requirements of UNDP as per **RFQ Reference No. UNDP/RFQ/02/2018**:

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

Office Stationery Items

SN	Item Description	Unit	Specifications/ Remarks	Brands	
1	A4 Business Card Holder (Big)	Pcs	20 sheets to hold 400 name cards	Deli or Comixor Equivalent	
2	Battery (AAA)	Pair		Duracell or Sony or equivalent	
3	Battery (D) Big	Pair		Duracell or Sony or equivalent	
4	Battery AA	Pair		Duracell or Sony or equivalent	
5	Binder Clip (19 mm) (3/4")	Boxes	12 pcs/box	Eagle or Deli or Equivalent	
6	Binder Clip (25 mm) (1")	Boxes	12 pcs/box	Eagle or Deli or Equivalent	
7	Binder Clip (32 mm) (1 5/8") (33mm) (1, 1/4")	Boxes	Clip capacity: 12 mm; 12 pcs/box	Eagle or Deli or Equivalent	
8	Binder Clip (41 mm) (1, 5/8") (1, 3/4")	Boxes	12 pcs/box	Eagle or Deli or Equivalent	
9	Binder Clip (51 mm) (2")	Boxes	Clip capacity: 25 mm; 12 pcs/box	Eagle or Deli or Equivalent	
10	Binding Transparency Sheet	Pkt	A4 (210mm X 297mm); 100 sheets	Oddy or equivalent	
11	Board Marker(Black)	Pcs		Snowman or equivalent	
12	Board Marker(Blue)	Pcs		Snowman or equivalent	
13	Board Marker(Green)	Pcs		Snowman or equivalent	
14	Board Marker(Red)	Pcs		Snowman or equivalent	
15	Business File A4	Pcs		Deli or Equivalent	
16	Calculator	Pcs	Calculator (Casio MT 120)	Casio or equivalent (12 digits)	
17	Carbon Paper	Pkt	Size: 210mm X 330mm; 100 sheets	Camel or equivalent	

¹² This serves as a guide to the Supplier in preparing the quotation and price schedule.

¹³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

18	Cello Gel Pen (Red)	Pcs	0.5	Cello Pointec Gel or equivalent	
19	Cello Gel Pen(Blue)	Pcs	0.5	Cello Pointec Gel or equivalent	
20	Cello Pen (Black)	Pcs		Cello Technotip or equivalent	
21	Cello Pen (Blue)	Pcs		Cello Technotip or equivalent	
22	Cello Pen (Red)	Pcs		Cello Technotip or equivalent	
23	Cello Tape (Small)	Roll	18 mm width X 200-meter Length	Deli or equivalent	
24	Cello Tape 25 mm (Big)	Rol	Thickness (mils): 1.57; 25 mm width X 130-meter Length	Camat or equivalent	
25	Color Paper Clip (29 mm)	Boxes	Multicolored with plastic cover; 100 pcs/box; Dimension: 65 x 50 mm; Size: 29mm	Deli or SDI or equivalent	
26	Color Paper Clip (50 mm)	Boxes	Multicolored with plastic cover; 150 pcs/box; Size: 50mm	Deli or SDI or equivalent	
27	Correction Pen	Pcs	Vol.8ml	Gangy or equivalent	
28	DustBin	Pcs		Bagmati or equivalent	
29	Duster	Pcs	Whiteboard duster with a magnet	Deli or equivalent	
30	DVD/RW	Pcs	Video+Photos/RW	Imation or equivalent	
31	Eraser	Pcs	Size: 43 x 19 x 13 mm	Staedtler or equivalent	
32	File - 2 Ring Colour	Pcs	Blue color only	Elfen or equivalent	
33	File - 2 Ring Transparency (Clear Book)	Pcs	A4 Size/ 40 pockets	Comixor Elfen or equivalent	
34	File - Index Big	Pcs	Blue color only	Elfen or equivalent	
35	File Separator (12 pcs per packet) (multicolor)	Pkt	A4 size; File Separator (12 pcs per packet) (multicolor)	Hua Jie or Elfen or Deli or equivalent	
36	File Stand Metal	Pcs		Deli or equivalent	
37	Flip Chart Paper	Roll	White, A1 80gsm 40 sheets	Deli or equivalent	
38	Glue Stick 35 gm	Pcs	1.23 oz/ 35g	Amos or equivalent	
39	Hanger File	Pcs	Fool Scap Size/ Paper	Deli or Elfen or equivalent	
40	Highlighter (Blue)	Pcs	Paper+Copy+Fax+inkjet+ink	Staedtler or equivalent	
41	Highlighter (Green)	Pcs	Paper+Copy+Fax+inkjet+ink	Staedtler or equivalent	
42	Highlighter (Orange)	Pcs	Paper+Copy+Fax+inkjet+ink	Staedtler or equivalent	
43	Highlighter (Pink)	Pcs	Paper+Copy+Fax+inkjet+ink	Staedtler or equivalent	
44	Highlighter (Yellow)	Pcs	Paper+Copy+Fax+inkjet+ink	Staedtler or equivalent	
45	In-out Tray	Set	Triple document tray (3 layers); size:297X210 mm	Deli or equivalent	

46	Lamination Sheet	Pkt	A4 (220 x 310 mm); 100 pcs	Yidu Sails or Odos or equivalent	
47	Magazine File (Box)	Pcs	H19	Hua Jie or Deli or equivalent	
48	Manila Folder	Pcs	Good quality hard paper (Multicolors)	Good quality hard paper (Multicolors)	
49	Meta Cards	Set	A set of multicolor metacards (5 colors - 100 pcs), 21 cm X 9 1/2 cm	A set of multicolor metacards (5 colors - 100 pcs)	
50	My Clear Bag	Pcs	A4 size, envelope, transparent, white; 37 cm X 26 cm)	Deli or Elfen or equivalent	
51	Note Book Spiral A4	Pcs	8 mm X 30 lines	Deli or equivalent	
52	Note Book Spiral A5	Pcs	Five color in one	Neelgagan Spiral or equivalent	
53	Note Book Spiral B5	Pcs	7mm X 31 lines	Deli or equivalent	
54	OHP Pen (Black)	Pcs	Multimark 1513 Fine	Faber-Castell or Staedtler or equivalent	
55	Packing Box	Pcs	Brown; 12"x 22"x14"; 7 ply	Brown (12"x 22"x14"), 7 ply	
56	Paper Cutter	Pcs	Thickness 0.5mm sk5-100MMx18x0.5mm; 16 Blades 8X2 pcs; 2 pcs two blades	Deli or equivalent	
57	Pen Holder	Pcs		Deli or equivalent	
58	Pencil with eraser end	Pkt	12 pcs/Box	Deli HB with eraser end or equivalent	
59	Pen drive (8GB)	Pcs		Transcend or equivalent	
60	Permanent Marker (Black)	Pcs		Snowman or equivalent	
61	Permanent Marker (Blue)	Pcs		Snowman or equivalent	
62	Permanent Marker (Green)	Pcs		Snowman or equivalent	
63	Permanent Marker (Red)	Pcs		Snowman or equivalent	
64	Pilot Pen (Black)	Pcs	Hitechpoint 0.5	V5 Pilot or equivalent	
65	Pilot Pen (Blue)	Pcs	Hitechpoint 0.5	V5 Pilot or equivalent	
66	Pilot Pen (Green)	Pcs	Hitechpoint 0.5	V5 Pilot or equivalent	
67	Pilot Pen (Red)	Pcs	Hitechpoint 0.5	V5 Pilot or equivalent	
68	Plastic Fasteners	Boxes	50 Sets/box, Spec:80mm, Multicolors	Deli or Equivalent	
69	Plastic Folder	Pcs	A4 Size, Transparent, White; 30 cm X 22 cm)	Sun or Deli or equivalent	
70	Plastic Rope	Pcs	80 metres, 800 gms	Nylon or equivalent	

71	Post-it-Pad (3X3)	Pcs	Multicolored/ 1X 100 pcs	Eagle or Stickii or Equivalent	
72	Post-it-Pad (3X5)	Pcs	Multicolored/ 1X 100 pcs	Eagle or Stickii or Equivalent	
73	Post-it-Pad (9/24) (2x3)	Pcs	Multicolored/ 1X 100 pcs	Eagle or Stickii or equivalent	
74	Punching Machine 800 HDP	Pcs	Punching Capacity: 63 Sheets; Punching Distance: 80 mm; Punching Dia: 5.50 mm	Kangaro or Equivalent	
75	Punching Machine DP-540	Pcs	Punching Capacity: 25 sheets; Punching Distance: 80 mm; Punching Dia: 5.50 mm	Kangaro or Equivalent	
76	Punching Machine HDP 2160	Pcs	Punching Capacity: 150 Sheets; Punching Distance: 70/80 mm; Punching Dia: 6 & 7.00 mm	Kangaro or Equivalent	
77	Register No. 4	Pcs		Delux or equivalent	
78	Rubber Band (Big)	Pkt	6 cm; Net Wt.: 1/4 lb (4 oz.)	OIC or Deli or equivalent	
79	Rubber Band (Small)	Pkt	4 cm; Net Wt.: 1/4 lb (4 oz.)	OIC or Deli or equivalent	
80	Ruler (Plastic) 12"	Pcs		Galaxy Super or Delux or equivalent	
81	Ruler/Scale (Metal) 12"	Pcs	Stainless Steel	Ajanta or equivalent	
82	Scissors (210 mm) (8 1/4")	Pair	Spec:210mm (8 1/4")	Deli or equivalent	
83	Sharpener (Small)	Pcs		Natraj or Deli or equivalent	
84	Sign Flag (Plastic) 25 flags each of 5 colors (12.7mm x 43.7mm)	Pcs	Sign Flag (Plastic) 25 flags each of 5 colors (12.7mm x 43.7mm)	Oddy or equivalent	
85	Stamp Pad (Black)	Pcs		Deli or equivalent	
86	Stamp Pad (Blue)	Pcs		Deli or equivalent	
87	Stamp Pad (Red)	Pcs		Deli or equivalent	
88	Stapler (HD 23S24)	Pcs	Staple use: 23/6 ~ 23/24; Loading Capacity: 100 Staples; Stapling Capacity: 210 Sheets	Kangaroo or Equivalent	
89	Stapler HS- 45P	Pcs	Loading Capacity: 50/1000; Staple use: 24/6, 26/6; Stapling Capacity: 30 Sheets, Throat depth: 64mm	Kangaroo or Equivalent	
90	Stapler No-10 (Small)	Pcs	Loading Capacity: 50 Staples; Stapling Capacity: 20 Sheets, Throat depth: 52mm	Kangaroo or Equivalent	
91	Stapler Pin (10 Number)	Boxes	1000 staples (20 X 50)	Kangaroo or Equivalent	
92	Stapler Pin 24/6-1m	Boxes	1000 staples (20 X 50)	Kangaroo or Equivalent	
93	Stapler Remover	Pcs		Eagle or Deli or equivalent	

94	Table Sharpener	Pcs		Deli or equivalent	
95	Tape Binding (Black+Big) 2"	Roll	48 mm width X 130-meter Length	Camat or equivalent	
96	Tape Binding (Black+Small) 1"	Roll	25 mm width X 130-meter Length	Camat or equivalent	
97	Tape Binding (Blue+Big) 2"	Roll	48 mm width X 130-meter Length	Camat or equivalent	
98	Tape Binding (Green+Big) 2"	Roll	25 mm width X 130-meter Length	Camat or equivalent	
99	Tape Binding (Green+Small)	Roll	48 mm width X 130-meter Length	Camat or equivalent	
100	Tape Binding (Red+Big) 2"	Roll	25 mm width X 130-meter Length	Camat or equivalent	
101	Tape Binding (Red+Small)	Roll	48 mm width X 130-meter Length	Camat or equivalent	
102	Tape Binding (Blue+Small) 1"	Roll	25 mm width X 130-meter Length	Camat or equivalent	
103	Tape Dispenser (Small) 815 for 1/2"	Roll	Specification: 147x61x71mm; Measure: 46.5x27.5x26cm; Packing Qty.: -/1/36	Deli or equivalent	
104	Tape Dispenser 816 (Big) for 1"	Roll	Specification: 205x80x95mm; Measure: 44.5x27.5x34.5cm; Packing Qty.: -/1/18	Deli or equivalent	
105	Tape Invisible	Roll	19mm x 33m width X 130-meter Length	Camat or equivalent	
106	Tape Masking	Roll	25 mm width X 130-meter Length	Deli or equivalent	
107	Tape Masking (Both side)	Roll	Double-sided foam, 2.5 mm X 24 mm X 5y (4.57-meter length)	Camat or equivalent	
108	Tape Packing	Roll	Brown X 48 mm Width X 130-meter Length	Elfen or Camat or equivalent	
109	Thumb Pin or Push Pin	Boxes	Multicolored ;35 pcs/box	Deli or equivalent	
Total					
13% VAT					
Grand Total					

Sample Submission:

Samples of all the items quoted by the bidder must be submitted together with the bid. Bids without samples will not be considered. The bidder should clearly provide their identification number in the samples so that they do not get mixed up with the samples from other suppliers.

TABLE 2 : Estimated Operating Costs (if applicable)

List of Consumable Item/s (Include fast moving parts, if any)	Estimated Average Consumption	Unit of Measure	Unit Price	Total Price per Item
NOT APPLICABLE				

TABLE 3: Offer to Comply with Other Conditions and Related Requirements

[illegible]

¹⁴ 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 must submit them to UNDP if awarded the PO/contract.

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

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

[Designation]

[Date]

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes

expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- 9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- 9.2 Refuse to accept delivery of all or part of the goods.
- 9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods,

services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.