

REQUEST FOR QUOTATION (RFQ) (Goods)

Interested Bidder	DATE: February 26, 2018
	REFERENCE: RFQ/UNDP/EU/KALFOR/38796/008/2018 - ICT Equipment for Kalimantan Forest Planning Project. READVERTISEMENT

Dear Sir / Madam:

We kindly request you to submit your quotation for **RFQ/UNDP/EU/KALFOR/38796/008/2018 - ICT Equipment for Kalimantan Forest Planning Project READVERTISEMENT**, 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 **March 1, 2018 at 15.00hrs (Jakarta Local Time)** and via ☒e-mail to the address below:

United Nations Development Programme

Menara Thamrin Building, 7th Floor

Jl. M.H. Thamrin Kav. 3, Jakarta Pusat

Bids.id@undp.org

And should be marked/titled: **RFQ/UNDP/EU/KALFOR/38796/008/2018 - ICT Equipment for Kalimantan Forest Planning Project - READVERTISEMENT**

Attention: Rida Dian Trisna/Suryani Agustina Refina

Quotations submitted by email must be limited to a maximum of 4MB, virus-free and no more than 4 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation 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. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

Delivery Terms [INCOTERMS 2010]	<input checked="" type="checkbox"/> DDP
Customs clearance ¹ , if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror
Exact Address/es of Delivery Location/s	ANNEX 1
Latest Expected Delivery Date and Time (<i>if delivery time exceeds this, quote may be rejected by UNDP</i>)	<input checked="" type="checkbox"/> Please refer to the Delivery Time mentioned below
Delivery Schedule	<input checked="" type="checkbox"/> Required
Packing Requirements	<input checked="" type="checkbox"/> Yes to ensure that all goods are packed based on the delivery place and that they are all arrived safely.
Mode of Transport	based on quotation from bidders which should meet the delivery time
Preferred Currency of Quotation ²	<input checked="" type="checkbox"/> IDR
Value Added Tax on Price Quotation ³	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	Based on requirement in ANNEX 1
Deadline for the Submission of Quotation	1 March 2018 at 15.00hrs (Jakarta Local Time)
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in ANNEX 2, and in accordance with the list of requirements in ANNEX 1; <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 60 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"/> Permitted Bid is divided into 3 Lots, bidders may quote for single or all lots
Payment Terms ⁴	<input checked="" type="checkbox"/> Max. 30 days after complete delivery and inspection of good and receipt of original invoice
Liquidated Damages	If the Supplier fails to supply the specified goods/services within the time period(s) stipulated by the purchase order, the UNDP shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 2 (two) percent of the delivered price of the delayed goods/services for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods/services Purchase Order price. Once the maximum is reached, the UNDP may consider termination of the Purchase Order
Evaluation Criteria [check as many as applicable]	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ⁵ <input checked="" type="checkbox"/> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions
UNDP will award to:	<input checked="" type="checkbox"/> One or more Supplier, depending on the following factors: <i>UNDP will award the contract to one or more bidders on LOT basis</i>
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO if the delivery/completion is delayed by maximum 2 (two) weeks or refer to the Liquidated Damages whichever comes first
Conditions for Release of Payment	<input checked="" type="checkbox"/> Passing Inspection <input checked="" type="checkbox"/> Complete Installation <input checked="" type="checkbox"/> Passing all Testing which will be checked against the Technical Specification – ANNEX 1 <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements

Annexes to this RFQ	<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). 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) ⁶	<i>Rida Dian Trisna/Suryani Agustina Refina</i> Procurement Unit: rida.trisna@undp.org / suryani.refina@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.

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

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

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

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

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (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:

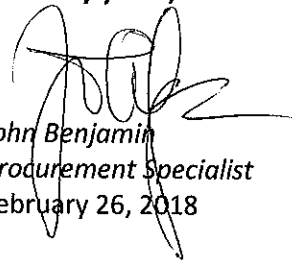
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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,



John Benjamin
Procurement Specialist
February 26, 2018

ANNEX 1 REQUIREMENTS

RFQ/UNDP/EU/KALFOR/38796/008/2018 - ICT Equipment for Kalimantan Forest Planning Project.

LOT - 1

Item No	Qty	Product Specifications	Delivery Place
1	1 unit	LAPTOP Equivalent to LENOVO YOGA 920-13IKB [80Y7009QID] – COLOR: GOLD Processor: Intel Core i7-8550U RAM: 16GB DDR4 SSD: 512GB VGA: Intel HD Graphics Connectivity: Wifi + Bluetooth Screen size: 13.9 Inch FHD Touchscreen O/S: Windows 10 Pro	UNDP Menara Thamrin Building Jakarta
2	5 units	LAPTOP Equivalent to LENOVO IDEAPAD 720S PLUS TOUCH (Not YOGA) Screen 13.3" FHD/ I7-7500U/8GB/512GB SSD/GT940MX/W10, Color: Black, O/S: Windows 10 Pro, Norton Antivirus.	KLHK Wisma Manggala wanabakti, Jakarta
3	13 units	LAPTOP Equivalent to DELL Vostro 5471, Intel Core i7-8550U, 8GB, 128GB SSD + 1TB SATA HDD, AMD Radeon 530 Graphics with 4GB, 14.0-inch FHD (1920 x 1080) Anti-Glare LED- Backlit Display, Win10Pro, Norton Antivirus	KLHK Wisma Manggala wanabakti, Jakarta
4	1 unit	LAPTOP Equivalent to MacBook Pro 13.3" 2.3GHZ/8GB/256GB SPACE GRAY Intel Core i5 2.3GHz dual-core 8GB DDR3 256GB SSD VGA Intel/ Retina Display/Iris Graphics 640 Wi-Fi Bluetooth Camera 13.3 inch LED macOS	UNDP Menara Thamrin Building, Jakarta

5	3 units	ALL in one PC Equivalent to PC HP All-In-One Pavilion 24-B214D AIO Intel Core i7-7700T Processor, System Operation: Windows 10 Pro, Norton Antivirus.	<ul style="list-style-type: none"> • UNDP Menara Thamrin Building, Jakarta (1 unit) • KLHK Wisma Manggala Wanabakti, Jakarta (2 units)
6	1 unit	PRINTER SCANNER Equivalent to All In One Printer Scanner Mobile: HP Envy 3635, A44800 x 1200 dpi20 (BW) ppm Print16 (Color) ppm Print1200 dpi Scan Copy Tray 1# 60WirelessUSBnull	KLHK Wisma Manggala Wanabakti, Jakarta
7	4 units	PRINTER SCANNER Equivalent to All In One Printer Scanner Statis: Canon Laser Image CLASS MF414dw	KLHK Wisma Manggala Wanabakti, Jakarta
8	3 units	LCD Projector Equivalent to Epson EB-W41	KLHK Wisma Manggala Wanabakti, Jakarta

LOT – 2

Item No	Qty	Product Specifications	Delivery place
1	20 units	WIRELESS MOUSE Equivalent to Logitech Wireless Mouse M545	<ul style="list-style-type: none"> • UNDP Menara Thamrin Building, Jakarta (3 units) • KLHK Wisma Manggala Wanabakti, Jakarta (17 units)

2	5 units	HANDPHONE Equivalent to Samsung Galaxy A8+ year 2018, colour: Gold	<ul style="list-style-type: none"> • UNDP Menara Thamrin Building, Jakarta (1 unit) • KLHK Wisma Manggala Wanabakti, Jakarta (4 units)
3	1 unit	EXTERNAL HARD DRIVE Western Digital WD SSD External 1TB Portable Storage - External Solid State Drive - USB 3.1	KLHK Wisma Manggala Wanabakti, Jakarta

LOT - 3

Item No	Qty	Product Specifications	Delivery place
1	5 units	LAPTOP equivalent to Microsoft Surface Pro 5 Core i7 (16GB/1TB): Platform: Notebook, Type Processor Intel Core i7, Memory standard 16GB RAM, Tipe Grafis Intel Iris Plus Graphics 640, monitor 12inch12,3 inch pixel sense display and touchscreen, Integrated Audio and speaker, storage capacity 1TB SSD, integrated Networking and wireless network type, windows 10 pro, included Microsoft surface pro keyboard cover and surface pen	KLHK – GAKKUM Office,
2	1 set	Sound system equivalent to Sound System 38.5" W x 2.25" H x 4.25" D (10.4 lbs) 1 HDMI™ output with Audio Return Channel (ARC), 1 HDMI input, 1 optical digital audio connection, 1 power input, 1 Ethernet port and software updates via a network, 1 3.5 mm jack for ADAPTIQ system setup, 1 3.5mm jack to hardwire the bass module, 1 micro-USB connection or equivalent to Bose Soundtouch Set 300	KLHK – GAKKUM Office,
3	4 units	Curve Wide Screen LED 34", 3440 x 1440 Curved Screen, Wide Quad HD, Built in Speaker USB 3.0, WLAN, Bluetooth or equivalent to Samsung Ultra-Wide Curved LED 34-S34E790C	KLHK – GAKKUM Office,

4	2 units	<p>Switch equivalent to Allied Telesis type AT-XS916 MXS 4-port 100/1000/10Gbase-T+12 SFP/SFP+Slot 1. SWITCH 10G LAYER 3 STACKABLE Allied Telesis AT-XS916MXS or equivalent with detail as follow: 4-port 100/1000/10GBase-T + 12 SFP/SFP+ Slot Switch Fabric 320Gbps Forwarding Rate 238Mpps AMF secure mode AMF edge node Ethernet Protection Switching Ring (EPSRingTM) RIP and static routing (16 routes) Mixed hardware Virtual Chassis Stacking (VCStackTM)—two units Flexi-stacking Compact size: units can be mounted side by side on optional rackmount bracket Extended operating temperature: up to 50°C DHCP relay IPv6 management and forwarding IEEE802.1x/MAC/web authentication support Loop guard prevents network loops Front to back cooling Graphical User Interface (GUI) for easy management 40 Gbps of stacking bandwidth Supports 9216 byte jumbo frames Wirespeed multicasting Up to 16K MAC addresses 2M Byte Packet Buffer 96 MB flash memory 4094 configurable VLANs Included : 1m Stacking cable (2x) 1000BaseT SFP Module (4x) 2m SFP+ TWINAX Direct Attach Cable (6x) PatchCord UTP CAT6 - 2 meter (6x)</p>	<p>KLHK – GAKKUM Office,</p>
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1. WARRANTY SCHEME

A. For Lot 1 and 2 :

- Manufacture standard warranty
- Immediately replace with supplier own cost for the new one if newly procured item is malfunctioning on test run
- Immediately replace with supplier own cost for the new one if newly procured item is malfunctioning on test run
- Service Unit to be provided when the purchase unit is under repair

B. For Lot 3:

- Laptop Surface from International merchant for 1 year
- Sound system for 1 year
- 34" LED standard manufacture
- Switch Standard manufacture

2. DELIVERY TIME

- 6 (Six) weeks for Lot 1
- 2 (Two) weeks for Lot 2
- Lot 3: 8 (eight) weeks for switch and 4 (four) weeks for items 1 to 3

3. Delivery Place: see ANNEX 1 and 2

4. LOCAL SERVICE

The Supplier should describe the after-sales service that is available locally, technical support and availability of spares in Indonesia.

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.: **RFQ/UNDP/EU/KALFOR/38796/008/2018 - ICT Equipment for Kalimantan Forest Planning Project**

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

LOT - 1

Item No.	Description/Specification of Goods	Quantity	Delivery place	Unit Price (IDR)	Total Price per Item (IDR)
1	LAPTOP Equivalent to LENOVO YOGA 920-13IKB [80Y7009QID] – Platinum Processor: Intel Core i7-8550U RAM: 16GB DDR4 SSD: 512GB VGA: Intel HD Graphics Konektivitas: Wifi + Bluetooth Ukuran Layar: 13.9 Inch FHD Touchscreen Sistem Operasi: Windows 10 Pro or (Upgrade to Windows 10 Pro Charity). Norton Antivirus	1 unit	UNDP Menara Thamrin Bldg (MTB) Jakarta		
2	LAPTOP Equivalent to LENOVO IDEAPAD 720S PLUS TOUCH (Not YOGA) Screen 13.3" FHD/ i7-7500U/8GB/512GB SSD/GT940MX/W10, Color: Black, Sistem Operasi: Windows 10 Pro or (Upgrade to (Windows 10 Pro Charity), Norton Antivirus.	5 units	KLHK (PKTL)		
3	LAPTOP Equivalent to DELL Vostro 5568 (Core i7-7500U)	13 units	KLHK (PTKL) - Field		

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

	Processor: Intel Core i7-7500U RAM: 8GB DDR4 HDD: 1TB HDD VGA: Nvidia GeForce 940MX 4GB Konektivitas: Wifi + Bluetooth Ukuran Layar: 13 / 14 Inch FHD System Operation: Windows 10 Pro or (Upgrade to Windows 10 Pro Charity), Norton Antivirus.				
4	LAPTOP Equivalent to MacBook Pro 13.3" 2.3GHZ/8GB/256GB SPACE GRAY Intel Core i5 2.3GHz dual-core 8GB DDR3 256GB SSD VGA Intel/ Retina Display/Iris Graphics 640 Wi-Fi Bluetooth Camera 13.3 inch LED MacOS Norton Antivirus.	1 unit	UNDP Menara Thamrin Bldg (MTB)		
5	PC and SCREEN Equivalent to PC HP All-In-One Pavilion 24-B214D AIO Intel Core i7-7700T Processor, System Operation: Windows 10 Pro or (upgrade to Windows 10 Pro Charity). Norton Antivirus.	3 units	Menara Thamrin Bldg - MTB (1 unit) KLHK (2 unit)		
6	PRINTER SCANNER Equivalent to All In One Printer Scanner Mobile: HP Envy 3635 A4 4800 x 1200 dpi 20 (BW) ppm Print 16 (Color) ppm Print 1200 dpi Scan Copy Tray 1# 60W Wireless USB null	1 unit	KLHK (PKTL)		
7	PRINTER SCANNER Equivalent to All In One Printer Scanner Statis: Canon Laser ImageCLASS MF414dw	4 units	KLHK (PKTL) – 1 unit : Jakarta 3 units : Fields		
8	LCD Equivalent to Epson W41 Epson EB-W41 WXGA 3LCD 3200 ANS	3 units	KLHK (PKTL) 1 unit : Jakarta		

			2 units : Fields		
	Total Prices of Goods⁹				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

LOT - 2

Item No.	Description/Specification of Goods	Quantity	Delivery place	Unit Price (IDR)	Total Price per Item (IDR)
1	WIRELESS MOUSE Equivalent to Logitech Wireless Mouse M545	20 unit	18 Units in KLHK and 2 Units in MTB		
2	HANDPHONE Equivalent to Samsung Galaxy A8+ year 2018	5 units	MTB (1 unit) KLHK, (4 unit)		
3	EXTERNAL HARD DRIVE WD 512GB My Passport SSD Portable Storage - External Solid State Drive - USB 3.1 - WDBK3E5120PSL-WESN	1 unit	KLHK (PKTL)		
4	LICENSES Equivalent to Windows 10 Pro or (Upgrade to Windows 10 Pro Charity).	20 units	18 Units in KLHK and 2 Units in MTB		
5	ANTI VIRUS Norton Antivirus.	7 units	MTB		
	Total Prices of Goods				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

LOT 3

Item No.	Description/Specification of Goods	Quantity	Delivery place	Unit Price (IDR)	Total Price per Item (IDR)
1	LAPTOP equivalent to Microsoft Surface Pro 5 Core i7 (16GB/1TB): Platform: Notebook, Type Processor Intel Core i7, Memory standard 16GB RAM, Tipe Grafis Intel Iris Plus Graphics 640, monitor 12inch12,3 inch pixel sense display and touchscreen, Integrated Audio and speaker, storage capacity 1TB SSD, integrated Networking and wireless network type, windows 10 pro, included Microsoft surface pro keyboard cover and surface pen	5 units	KLHK – Gakkum Office		
2	Sound system equivalent to Sound System 38.5" W x 2.25" H x 4.25" D (10.4 lbs) 1 HDMI™ output with Audio Return Channel (ARC), 1 HDMI input, 1 optical digital audio connection, 1 power input, 1 Ethernet port and software updates via a network, 1 3.5 mm jack for ADAPTiQ system setup, 1 3.5mm jack to hardwire the bass module, 1 micro-USB connection or equivalent to Bose Soundtouch Set 300	1 set	KLHK – Gakkum Office		
3	Curve Wide Screen LED 34", 3440 x 1440 Curved Screen, Wide Quad HD, Built in Speaker USB 3.0, WLAN, Bluetooth or equivalent to Samsung Ultra-Wide Curved LED 34-S34E790C	4 units	KLHK – Gakkum Office		
4	Switch equivalent to Allied Telesis type AT-XS916 MXS 4-port 100/1000/10Gbase-T+12 SFP/SFP+Slot 1. SWITCH 10G LAYER 3 STACKABLE Allied Telesis AT-XS916MXS or equivalent with detail as follow: 4-port 100/1000/10GBase-T + 12 SFP/SFP+ Slot Switch Fabric 320Gbps Forwarding Rate 238Mpps AMF secure mode AMF edge node	2 units	KLHK – Gakkum Office		

	Ethernet Protection Switching Ring (EPSRing™) RIP and static routing (16 routes) Mixed hardware Virtual Chassis Stacking (VCStack™)—two units Flexi-stacking Compact size: units can be mounted side by side on optional rackmount bracket Extended operating temperature: up to 50°C DHCP relay IPv6 management and forwarding IEEE802.1x/MAC/web authentication support Loop guard prevents network loops Front to back cooling Graphical User Interface (GUI) for easy management 40 Gbps of stacking bandwidth Supports 9216 byte jumbo frames Wirespeed multicasting Up to 16K MAC addresses 2M Byte Packet Buffer 96 MB flash memory 4094 configurable VLANs Included : 1m Stacking cable (2x) 1000BaseT SFP Module (4x) 2m SFP+ TWINAX Direct Attach Cable (6x) PatchCord UTP CAT6 - 2 meter (6x)				
	Total Prices of Goods¹⁰				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

¹⁰ 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 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 (IF YOU CAN NOT COMPLY, YOU WILL BE AUTOMATICALLY REJECTED).</i>
Compliance to all required specification specified in Annex 1 or equivalent			
Delivery Lead Time: ✓ 6 (Six) weeks for Lot-1 ✓ 2 (Two) week for Lot-2 ✓ Lot 3: 8 (eight) weeks for switch and 4 (four) weeks for items 1 to 3 from the issuance of the Purchase Order (PO) is mandatory			
Country/ies Of Origin			
Warranty and After-Sales Requirements: As specified in Annex 1 – Warranty Scheme			
Validity of Quotation: 60 days			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

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/Name of the company]
[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.