

REQUEST FOR QUOTATION (RFQ) (Goods)

NAME & ADDRESS OF FIRM	DATE: April 22, 2018
	REFERENCE: UNDP-SYR-RFQ-031-18

Dear Sir / Madam:

We kindly request you to submit your quotation for Providing, Installing & Operating Access Control System with its Accessories, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before May 6, 2018 or at 14.00 and via *e-mail*, or courier mail to the address below:

United Nations Development Programme

Mezzeh, West Villas, Gazawi street No. 8 Attn: Rami Afadar, Procurement Associate *E-mail: Syria.bids@undp.org*

Quotations submitted by email must be limited to a maximum of 5 MB, virus-free and no more than two 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	☑DAP
[INCOTERMS 2010]	

Customs clearance, if needed, shall be done by:	☑ The Supplier/Offeror in coordination with UNDP.
Exact Address/es of Delivery Location/s (identify all, if multiple)	Al Qamishli UN Hub - AL Seyahi neighborhood, junction of Seyahi street and Jamelah Bo Hayerd street.
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents.	N/A
Latest Expected Delivery Date and Time	☑20 days from the issuance of the Purchase Order (PO).
Delivery Schedule	☑ Required
Packing Requirements	Suitable packing
Mode of Transport	☑Land
Preferred	☑United States Dollars
Currency of Quotation	However, for local supplier's payments will be in Syrian Pounds at the prevailing UN exchange rate at the date of the invoice.
Value Added Tax on Price	
Quotation	✓ Must be exclusive of VAT and other applicable indirect taxes.
After-sales services	
required	☑ Warranty on Parts and Labor for minimum period of One year.
	☑ Technical Support (with two hours' response time).
	☑ Periodic maintenance each 30 days and 72 hours for completion.
Deadline for the Submission of Quotation	,Sunday, May 06, 2018 and at or before 02:00 PM Damascus time.
All documentations,	☑English
including catalogs,	☑Arabic
instructions and operating	
manuals, shall be in this	
language	Duly Assemblished form as provided in Anney 2 and in asserdance with
	Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;
	✓ Latest Business Registration Certificate;
Documents to be	✓ Company Profile proofing that the vendor has at least 2 years of
submitted	experience in the same field;
	 ✓ 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	☑ 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	☑ Not permitted.
Payment Terms	☑ 100% upon complete delivery of goods and within 30 DAYS upon complete delivery of goods.
Liquidated Damages	Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.5 % from the contract value for each day of delay. Max. no. of days of delay:20 Next course of action: Termination of Contract.
Evaluation Criteria	 ☑Technical responsiveness/Full compliance to requirements and lowest price. ☑ Comprehensiveness of after-sales services. ☑ Full acceptance of the PO/Contract General Terms and Conditions.
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 20.
Conditions for Release of Payment.	 ☑ Passing Inspection. ☑ Complete Installation. ☑ Completion of Training on Operation and Maintenance. ☑ Written Acceptance of Goods based on full compliance with RFQ requirements. ☑ Submission of catalogues and manuals.
Annexes to this RFQ	☑Specifications of the Goods Required (Annex 1) ☑Form for Submission of Quotation (Annex 2) ☑General Terms and Conditions / Special Conditions (Annex 3). ☑Others Vendor Form Annex 4) Non-acceptance of the terms of the General Terms and Conditions(GTC) shall be grounds for disqualification from this procurement process.

A Site visit will arrange on.	Time: 11:30 A.M. Date: 25 April 2018 Venue: Al Qamishli UN Hub - AL Seyahi neighborhood, junction of Seyahi st and Jamelah Bo hayerd st.
	The UNDP focal point for the arrangement is: Mohammad Alfaraj e-mail: mohammad.alfaraj@undp.org Mobile: 0991 206 777
Contact Person for Inquiries (Written inquiries only) ¹	Rami Afadar Procurement Associate Rami.afadar@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.

¹This 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.

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/procurement/protest.shtml.

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Mirvat Hammoud

Head Of Procurement Unit

April 22, 2018

Technical Specifications

الشروط والمواصفات الفنية الخاصة لتجهيز مكتب الامم المتحدة في القامشلي بالمواد المدرجة بالجدول التالى:

العمــل المطلــوب				
الكمية	الوحدة	توريد وتركيب وتوصيل وتشغيل ما يلي:	البند	
6	وحدة واحدة	Access Control System نظام التحكم بالدخول	1	
200	وحدة واحدة	كروت قابلة للبرمجة Proximity Card	2	
1	وحدة واحدة	Card Reader	3	
1	وحدة واحدة	POE Switch 16 ports	4	
250	متر	SFTP كوابل	5	
150	متر	مجاري بلاستيكية لاصقة	6	
6	وحدة واحدة	دفاش هیردولیکي Door Auto closer	7	
5	وحدة واحدة	لسان قفل كهربائي	8	

شروط التقدم للمناقصة:

- 1- ان يكون لدى العارض سجل تجاري (مطلوب صورة سارية المفعول).
- 2- ان يكون لدى العارض خبرة لا تقلُّ عن سنتين في هذا المجال (مطلوب سيرة ذاتية).

واجبات العارض:

على العارض الاطلاع على موقع المشروع الكائن في مدينة القامشلي – الشارع السياحي بتاريخ 25 نيسان 2018 الساعة الحادية عشرة والنصف ظهراً وعليه أن يقدر متطلبات وصعوبات التنفيذ ويأخذها بعين الاعتبار عند تقديم العرض حيث ان تحديد كمية الكابلات والمعدات والمجاري بمختلف الأنواع وكافة الملحقات الأخرى اللازمة لتنفيذ المشروع بشكل كامل يقع على عاتق العارض دون ان يحق له المطالبة بفرق السعر. ويعتبر العارض مطلع على موقع المشروع ومتطلبات التنفيذ بمجرد تقديم العرض.

الجدول الزمني: على العارض تقديم جدول زمني لتنفيذ المشروع وسيؤخذ بعين الاعتبار عند التقييم الفني.

عموميات: الأعمال التي تقع على عاتق العارض:

- 1. تقديم كافة الكابلات والمواد والمعدات والمجاري والحوامل المعدنية والتجهيزات الازمة لتنفيذ المشروع بشكل كامل.
 - 2. تنفيذ أعمال المشروع وفق المواصفات الفنية المعيارية بما فيها التمديد والتركيب والتوصيل والتشغيل.
- 3. تنفيذ جميع الفتحات والثقوب والمسارات في الجدران والأرضيات والأسقف مهما كان نوعها ويستخدم لذلك أدوات وعدد مناسبة لا تسبب أي أضرار للديكور الحالي وللشبكات الأخرى والعناصر الإنشائية للمبنى من حيث المتانة أو العزل أو الشكل الخارجي.
 - 4. إعادة ترميم الحفريات والثقوب والديكور وإعادة الوضع إلى ما كان عليه.
 - 5. كافة الكابلات والمواد والمعدات والتجهيزات جديدة وليست مجددة أو مجمعة وخالية من العيوب.
- 6. على العارض في حال فوز عرضه تقديم كافة كتيبات الصيانة والتشغيل والاستثمار وتقديم مخطط يصف الواقع بعد التنفيذ AS BUILT DIAGRAMS (ورقية ورقمية) خلال أسبوع من انتهاء التنفيذ.
- 7. يجب تنفيذ الأعمال المطلوبة من قبل ورشات بمستوى فني عالي ويحق لجهاز الإشراف إستبعاد أي عامل لا تتوفر فيه الكفاءة اللازمة لتنفيذ الأعمال المطلوبة.

الضمان:

يجب على العارض تقديم فترة ضمان مجانية لمدة سنة كاملة على الأقل لكافة مكونات المشروع اعتباراً من تاريخ الاستلام وكل جزء من مكونات المشروع يتم إصلاحه أو استبداله بسبب سوء الصنع خلال فترة الضمان سوف يخضع لفترة ضمان جديدة مدتها سنة واحدة اعتباراً من تاريخ الإصلاح أو الاستبدال مع التعهد باستبدال الأجهزة التي يظهر فيها عطل بسبب سوء الصنع وتقديم الدعم الفني خلال فترة الضمان وبزمن استجابة (ساعتين من زمن الابلاغ) وتقديم الصيانة الدورية كل 30 يوم كحد أقصى وتنجز خلال 72 ساعة مع تقديم جدول الصيانة اللازم لكافة مكونات المشروع وارفاقه مع العرض.

: Access control system البند الأول: جهاز التحكم بالدخول

- 1- امكانية الدخول باستخدام كارت او بصمة او كلاهما معا.
 - 2- امكانية عمله مع او بدون برنامج.
 - 3- امكانية عمله مع او بمعزل عن باقى نقاط الدخول.
 - 4- نظام التغذية الكهربائية POE.
 - Card capability at least 1000: users -5
 - 6- قدرته على قراءة كافة انواع الكروت Proximity card
- 7- مزود بليد بإضاءة متعدد الألون يتغير اللون في حال استخدام معلومات دخول غير مصرح لها.
 - 8- مزود بنظام اصدار انذار صوتى في حال استخدام معلومات دخول غير مصرح لها.
 - 9- تركيب النظام المطلوب يجب ان لا يلغي الية فتح بواسطة مفتاح القفل.

- IP65- at least -10
- 11- قابلة النظام للتركيب الداخلي او الخارجي
- 12 قابلية استيراد البيانات من الجهاز الى اى حاسب مربوط على الشبكة.

برنامج ادارة نقاط الدخولSoftware of the access control

- 13- يجب ان يكون البرنامج من انتاج نفس الشركة الصانعة للأجهزة نقاط الدخول أو معتمدة من قبل الشركة الصانعة وذلك لضمان التوافقية المثلى.
- 14- يجب أن يؤمن مزايا المراقبة، حفظ المعلومات، تصدير تقرير كامل عن توقيت الدخول والخروج ومعلومات البطاقة/البصمة المستخدمة.
 - 15- توفر امكانية اصدار تقرير لحظى عن الداخلين الى البناء.
 - -16 توفر ميزة تصدير المعلومات الى Excel sheet.
 - 17 مكانية استخدام البرنامج من اكثر من شخص بنفس الوقت.
 - 18- توفر ميزة حماية البرنامج بكلمة مرور.

البند الثاني: كروت قابلة للبرمجة Proximity Card بطاقة)

- 1. طباعة الجملة (QAM UN HUB) وشعار الامم المتحدة في منتصف كل بطاقة.
 - 2. طباعة ارقام تسلسلي باللغة الانكليزية بدءا من الرقم 1 حتى 200.
 - 3. طباعة VIP على 100 بطاقة فقط.
 - 4. قياس البطاقة: Standard
 - ترفق كل بطاقة مع شريط حامل وغلاف كريسستال بلاستيكي شفاف.
 - Proximity cards .6

البند الثالث: Smart Card Reader/Writer

- -CPU: ARM 32 bit Cortex-M3(48MHz)
- -Program/ Data Memory: 128KBytes Flash / 20KBytes SRAM
- -Data Interface: USB Full Speed (12Mbps
- -Frequency 13.56 Mhz \pm 7Khz
- -Contactless Communication: ISO-14443 A/B, Mifare™, ISO 18092(NFC), DESFire, FeliCa®
- -Baud rate 106/212/424/848kbps, Up to 424kbps for NFC P2P
- -Reading Distance 2~5cm

- -Protocol PC/SC, Proprietary
- -Input Power DC5V, 150mA (USB POWER)
- -Operating Temperature: 10 60c

البند الرابع: POE Switch 16 ports

- Type: Unmanaged.
- Uplink Ports:2 (Gigabit Ethernet).
- Number of LAN Ports:16 PoE.
- Wattage (per port): up to 30 Watts Max.
- Data Transfer Rate: 1000Mbps.

البند الخامس: كابلات البيانات.

الترقيم وألوان الكابلات:

- □ على العارض اعتماد نظام ترقيم وإضبح وسهل لجميع مكونات النظام بحيث يمكن الإعتماد عليه بيسر عند الصيانة والتوسع.
 - ا يجب إختيار ألوان الكابلات وفقاً للمعايير القياسية بحيث يتم تمييزها بسهولة ولكل نظام على حدى.
 - □ المواصفات الفنية للكابلات مذكورة في جدول المواصفات الفنية.

القياسات:

- 1. يجب أن يفحص كل كبل مركب على حدا.
- 2. يجب استبدال كل كبل لا يحقق معايير القياس.

تمديد الكابلات:

- □ يجب الانتباه أثناء تمرير الكابلات عبر المجاري من تجاوز مقدار قوة الشد التي يتحملها الكابل Pulling . Tension
 - □ عدم تجاوز الطول الأعظمي أثناء تمديد الكابل (حسب كل نظام) وتقليل الانحناءات ما أمكن.
 - □ عدم تمديد الكابلات بشكل مباشر على سطوح خشنة (تلبيس الفتحات بإطارات خشبية).
 - □ تمديد الكابلات بأسلوب فني رفيع بحيث لا يؤثر على المنظر الداخلي والخارجي للبناء.

الدخول:	المراقبة	المتعلقة بنظام	الأعمال
---------	----------	----------------	---------

- □ توريد وتركيب وتشغيل وبرمجة كافة نقاط الدخول المطلوبة.
- □ توريد وتركيب لوحة التغذية الكهربائية والحماية وتمديد الكابلات الكهربائية بين اللوحة الكهربائية وكافة مكونات النظام.
 - □ توريد وتمديد كافة الكابلات اللازمة لتشغيل المشروع بشكل كامل.
 - □ يجب على العارض ترقيم الكابلات الموصولة مع نقاط الدخول بما يتوافق مع رقم نقطة الدخول.
 - □ تمديد كافة الكابلات ضمن مجاري بلاستيكية (داخل المبنى وخارجه).

البند السادس: مجاري بلاستيكية:

- 1. مجاري بلاستيكية بابعاد 2.5*2.5 cm لون ابيض/ من النوع لاصق جداري/
- 2. مجاري بلاستيكية بابعاد 1.5*1.5 cm لون ابيض/ من النوع لاصق جداري/

البند السابع: دفاش هيدروليكي لباب Door Auto closer

- 1. مصنوع من الالمنيوم.
- 2. قدرة دفع حتى 150 ك.غ.
- 3. تركيب الدفاش بطريقة احترافية وعدم التسبب باي ضرر او تلف للأبواب الخشبية ويتحمل المقاول تكاليف ترميم اي ضرر

كميات Access control points ومكان التركيب

جهة التركيب	المكان	الباب	الكمية	المكان
دخول	تركيب داخلي	معدني	1	غرقة الاستقبال
خروج	تركيب خارجي	معدني	1	غرفة الاستقبال
دخول	تركيب داخلي	خشبي	1	المكاتب / الطابق 1
دخول	تركيب داخلي	خشبي	1	المكاتب / الطابق 2
دخول	تركيب داخلي	خشبي	1	المكاتب / الطابق 3
دخول	تركيب داخلي	خشبي	1	المكاتب / الطابق 4
			6	المجموع

نموذج البطاقات:



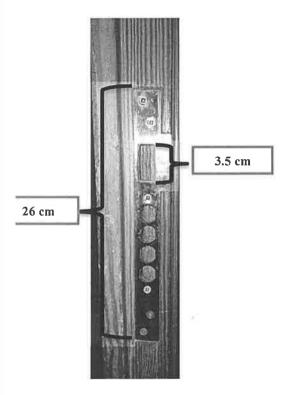
عدد 100 بطاقة



عدد 50 بطاقة (ترسل الاسماء والصور الشخصية لاحقاً)

50 بطاقة بدون اي طباعة

اقفال الابواب الخشبية التي سوف تُستخدم.







ملاحظة: على العارض ملء الجدول التالي والمتضمن المواصفات الفنية المطلوبة:

Technical Specifications

#	Description/Specifications of Goods	Yes, we will comply	No, we cannot comply	Remarks
	Access control Devise.			
	Could be used with card and finger print			
1	IP65 Rated waterproof structure.			
2	Process 1200 MHZ.			
3	RAM at least 256 MB with 2 GB flash memory.			
4	POWER: 12 VDC			
5	Read cards: NFC, Iclass SE, MiFare Pluse, 13.56 MHz Mifare, 125KHZME- HID Prox			
6	Live Finger Print,			
7	Adapter TCPIP			
8	POE			
9	Working environment: -20-50			
10	Other Specification (pls. specify)			
	Software			
1	Export reporting check-in/checkout time, date Card info.			
2	We are planning to install tow devices on main door the first for in entry and the second for exit on the other side of the door, so the result of head count should be collected form these tow devices.			
3	Exporting the data to excel file.			
4	Ability to login the software through the data network.			
5	Ability to protect the data by PW.			
6	Other Specification (pls. specify)			
0	Card Reader			
1	CPU: ARM 32 bit Cortex-M3(48MHz)			
1				
2	Program/ Data Memory: 128KBytes Flash / 20KBytes SRAM			
3	Data Interface: USB Full Speed (12Mbps			
<u>4</u> 5	Frequency 13.56 Mhz ± 7Khz Contactless Communication: ISO-14443 A/B, Mifare™, ISO 18092(NFC),			
_	DESFire, FeliCa®			
6	Baud rate 106/212/424/848kbps, Up to 424kbps for NFC P2P			
7	Reading Distance 2~5cm			
8	Protocol PC/SC, Proprietary			
9	Input Power DC5V, 150mA (USB POWER)			
10	Operating Temperature:-10 60 C			
_	Proximity cards.			
1	Standards measurements.			
2	Printed with UN logo – QAM UN HUB (All cards)			

3	Printed with a Numbers (1 – 200) – All cards.		
4	Printed (VIP) 1-100		
5	Card capability: 500/10000 users.		
6	Card Technology is MIFARE DESFire1K,		
7	Ability to programming the card to access throw specific door and prevent		
	access throw other doors.		
7	Other Specification (pls. specify)		
	16 ports PoE switch		
1	Type: Unmanaged.		
2	Uplink Ports:2 (Gigabit Ethernet).		
3	Number of LAN Ports:16 PoE .		
4	Wattage (per port): up to 30 Watts Max.		
5	Data Transfer Rate:1000Mbps.		
6	Other Specification (pls. specify)		
	Network cable:		
1	CAT 6 SFTP Rolls		
2	IEEE 802.3at for PoE applications		
3	ISO/IEC-11801		
4	Frequency Range 1-250 MHz		*
5	Temperature -10 to +60 degrees		
6	IEC 61156-5:2002 Category 6		
7	Impedance = 100 ohm +/- 15		
8	Other Specification (pls. specify)		

Annex 2

ملاحظة: على العارض إستخدام النموذج والترويسة الخاص بشركته من أجل إعداد العرض المالي.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION²

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery³)

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. 031-18:

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

W. St.	Access control system and it's accessories						
ltem	Description/Specification of Goods	Quantity	Unit	Unit Price USD	Total Price per Item USD		
1	Access control	6	ea				
2	Proximity card Mifare- 1k	200	ea				
3	Card reader	1	ea				
4	16 ports PoE switch	1	ea				
5	Network cable	250	mt				
6	Door's Auto closer	6	ea				
7	Plastic tube (Adhesive) 1.5*1.5 mt.	75	mt				
8	Plastic tube (Adhesive) 2.5*2.5 mt.	75	mt				
9	Electric Strike Door Lock	5	ea				
	Total Prices of Goods4						
	Add: Cost of Transportation						
	Add: Cost of Insurance						
	Add: Other Charges (pls. specify)						
	Total Final and All-Inclusive Price Quotation						

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

²This serves as a guide to the Supplier in preparing the quotation and price schedule.

³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

^{*}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

	Your Responses					
Other Information pertaining to our Quotation are as follows:	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal			
Delivery Lead Time						
Estimated weight/volume/dimension of the Consignment:						
Country/ies Of Origin⁵:						
Warranty and After-Sales Requirements						
 a) Minimum one year warranty on parts. 			110			
b) Technical Support (with two hours response time)		1000				
c) Periodical maintenance each 30 days and 72 hours for completion						
d) Service Unit to be Provided when the Purchased Unit is Under Repair						
e) Brand new replacement if Purchased Unit is beyond repair						
f) Others						
Validity of Quotation						
Provide the UN technician with a sufficient training.						
Starting the works after 7 days from signing the contract.						
All Provisions of the UNDP General Terms and Conditions						

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] [Design

⁵If 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.

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

17

taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

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

5. EXPORT LICENCES

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

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

- 7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
- 7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

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

10. LATE DELIVERY

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

11. ASSIGNMENT AND INSOLVENCY

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

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. CHILD LABOUR

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

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

15. MINES

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

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

16. SETTLEMENT OF DISPUTES

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