



Invitation to Bid

UNDP/PSO CASE NO. 600065

Date: 3rd December 2012

Subject: Procurement of Modular Carpet tiles for UNDP Regional Service Centre Addis Ababa, Ethiopia

Deadline for Submission of Bids: 19th December 2012, 13:00 hours (Copenhagen time)

Dear Sir/Madam,

The Procurement Support Office (PSO) of the United Nations Development Programme (UNDP) invites you to submit a bid for the supply of Modular Carpet tiles as specified in Section 5 of this Invitation to Bid.

All bids are subject to the Instructions to Bidders and such other provisions, specifications and instructions as are attached or incorporated herein by reference (hereinafter collectively called " Invitation to Bid" or "ITB"). Solicitation documents hereunder include:

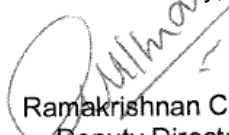
- Section 1: Instructions to Bidders
- Section 2: Bid Data Sheet (BDS)
- Section 3: General Terms and Conditions
- Section 4: Special Conditions
- Section 5: Supply Requirements
- Section 6: Price Schedule Form/Delivery Schedule
- Section 7: Bid Submission Form

Late bids shall be rejected. Bids will be opened in the presence of Bidders' Representatives, who choose to attend at the address, date and time indicated in the Bidding Documents.

This letter is not to be construed in any way as an offer of contract. Your bid could, however, form the basis for a contract between your company and UNDP/PSO.

Please acknowledge receipt of this ITB by E-mail to the UNDP/PSO contact person specified and confirm whether you intend to submit a bid.

Yours faithfully, -


Ramakrishnan C. Iyer
Deputy Director

**Procurement Support Office
United Nations Development Programme**

Section 1

INSTRUCTIONS TO BIDDERS

A. Introduction

- 1 **General:** UNDP (as the “Purchaser”) invites Sealed Bids for the supply of goods to the UN system
- 2 **Eligible Bidders:** Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation to Bids.
- 3 **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

4. **Examination of Solicitation Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid.
5. **Clarification of Solicitation Documents:** A prospective Bidder requiring any clarification of the Solicitation Documents may notify the Purchaser in writing. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the Deadline for the Submission of Bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that received the Solicitation Documents. All communication connected with this Bid must be directed exclusively to the UNDP person identified as the contact person **in the BDS**. If deemed required, the Purchaser shall organize a Pre-bid Meeting as described **in the BDS**.
6. **Amendments of Solicitation Documents:** No later than the time stipulated in the BDS, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All prospective Bidders that have received the Solicitation Documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the Purchaser may, at its discretion, extend the Deadline for the Submission of Bids.

C. Preparation of Bids

7. **Language of the Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser shall be written in the language indicated **in the BDS**.

8. Documents Comprising the Bid:

The Bid must comprise the following documents:

- (a) Commercial documents as stated below:
 - (i) A Bid Submission form;
 - (ii) Price and Delivery Schedule completed in accordance with the Section 6 and clause 11 of Instructions to Bidders;;
 - (iii) Written Power of Attorney, authorising the signatory of the bid to commit the bidder;
- (b) Documentary evidence established in accordance with clause 9 of Instructions to Bidders that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents;
- (c) Documentary evidence in accordance with clause 10 of the Instructions to Bidders, that the Bidder is eligible and is qualified to perform the contract if its Bid is accepted;
- (d) Any additional information required to be completed and submitted by bidders as specified **in the BDS**.

9. Documents Establishing Goods' Conformity to Bidding Documents:

The Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all goods and related services which the Bidder proposes to supply under the contract.

The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the goods as indicated **in the BDS**;
- (b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc, necessary for the proper and continuing functioning of the goods for a period to be specified **in the BDS**, following commencement of the use of the goods.

10. Documents Establishing Bidder's Eligibility and Qualifications:

The Bidder shall furnish evidence of its status as qualified Supplier. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the goods' manufacturer or producer to supply the goods in the country of final destination.
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract and has met the minimum qualifying criteria specified **in the BDS**.

11. **Bid Currencies/Bid Prices:** All prices shall be quoted in US dollars or Euro, although other internationally convertible currency may be acceptable if stated **in the BDS**. The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid Price of the goods it proposes to supply under the contract.

12. **Period of Validity of Bids:** Bids shall remain valid for 120 days after the date of Bid Submission prescribed by the Purchaser pursuant to clause 16 of Instructions to Bidders unless otherwise stated **in the BDS**. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 20 of Instructions to Bidders. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

D. Submission of Bids

14. **Format and Signing of Bid:** The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

15. **Sealing and Marking of Bids:**

15.1 The manner of bid submission shall be as specified **in the BDS**.

For submissions in hard copy:

15.2 The Bidder shall prepare two copies of the Bid, clearly marking each “Original Bid” and “Copy of Bid” as appropriate. In the event of any discrepancy between them, the original shall govern. The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope.

Sealed bids should include one Bid Copy in electronic format as indicated **in the BDS**.

- (a) Electronic files should be in PDF format, and only for those Sections indicated **in the BDS** Bidders should also provide them in editable format (MS Office) as requested. Bidders should check the attachment formats prior to submission as the Purchaser will not be responsible if attachments are in other formats that cannot be opened without additional software.
- (b) If zip files are used, they should not include multiple lower sub-folders or directories.

15.3 The inner and outer envelopes shall:

- (a) be addressed to the Purchaser at the address given **in the BDS**; and
- (b) make reference to the “subject” indicated **in the BDS**, and a statement: “DO NOT OPEN BEFORE”, to be completed with the time and the date specified **in the BDS** for Bid Opening pursuant to clause 16 of Instructions to Bidders.

15.4 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.

15.5 If the outer envelope is not sealed and marked as required by clause 15.2 of Instructions to Bidders, the Purchaser will assume no responsibility for the Bid’s misplacement or premature opening.

16. **Deadline for Submission of Bids/Late Bids:**

16.1 Bids must be delivered to the office or to the specified email address, if allowed on or before the date and time specified **in the BDS**.

16.2 The Purchaser may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 of Instructions to Bidders, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16. 3 Any Bid received by the Purchaser after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.

17. **Modification and Withdrawal of Bids:** The Bidder may withdraw its Bid after submission, provided that written notice of the withdrawal is received by the Purchaser prior to the deadline for submission. No Bid may be modified after passing of the Deadline for Submission of Bids. No Bid may be withdrawn in the interval between the Deadline for Submission of Bids and the expiration of the Period of Bid Validity.

E. Opening and Evaluation of Bids

18. Opening of Bids:

18.1 The Purchaser will open all Bids in the presence of Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified **in the BDS**. The Bidders' Representatives who are present shall sign a register evidencing their attendance.

18.2 The bidders' names, Bid Modifications or withdrawals, bid Prices, discounts, and the presence or absence of requisite Bid Security and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening. No Bid shall be rejected at Bid Opening, except for Late Bids, which shall be returned unopened to the Bidder pursuant to clause 20 of Instructions to Bidders.

18.3 Bids (and modifications sent pursuant to clause 17 of Instructions to Bidders) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.

18.4 The Purchaser will prepare minutes of the Bid Opening.

19. **Clarification of Bids:** To assist in the examination, evaluation and comparison of Bids the Purchaser may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

20. Preliminary Examination:

20.1 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without material deviations.

20.2 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

20.3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

20.4 A Bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

21. **Conversion to Single Currency:** To facilitate evaluation and comparison, the Purchaser will convert all Bid Prices expressed in the amounts in various currencies in which the Bid Prices are payable to US dollars at the official UN exchange rate on the last day for Submission of Bids.

22. **Evaluation of Bids:** Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

| Evaluation Criteria | |
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| 1.1 | Compliance with pricing conditions set in the ITB. |
| 1.2 | Compliance with requirements relating to technical design features or the product's ability to satisfy functional requirements. |
| 1.3 | Compliance with Special and General Conditions specified by these Solicitation Documents. |
| 1.4 | Compliance with start-up, delivery or installation deadlines set by the procuring entity. |
| 1.5 | Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honoring the tax-free status of the UN. |
| 1.6 | Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc). |
| 1.7 | Proof of after-sales service capacity and appropriateness of service network. |
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F. Award of Contract

23. **Award Criteria:** The Purchaser will Issue the Purchase Order to the lowest priced technically qualified Bidder. The Purchaser reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the Purchaser's action.
24. **Purchaser's Right to Vary Requirements at Time of Award:** The Purchaser reserves the right at the time of making the award of contract to increase or decrease the quantity of goods specified in the Schedule of Requirements without any change in unit price or other terms and conditions by the amount stated **in the BDS**.
25. **Notification of Award:** Prior to the expiration of the period of Bid Validity, the Purchaser will send the successful Bidder the Purchase Order. The 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.
26. **Signing of the Purchase Order:** Within 2 days of receipt of the Purchase Order the successful Bidder shall sign, date and return it to the Purchaser.

Failure of the successful Bidder to comply with the requirement of clause 26 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new Bids.

G. Other Requirements

27. Payment terms

- The Purchaser will normally effect payment within 30 days after receipt of commercial invoice, proof of dispatch and other supporting documents based on the Incoterms specified.
- The Purchaser does not offer Letter of Credit terms.
- It is not the policy of the Purchaser to approve advance payments and will only be granted if explicitly stated **in the BDS**.
- Payment will be made in the currency in which the Purchase Order is issued.

28. **Products from Developing Countries:** Bidders are encouraged to offer products from Developing Countries.
29. **Material, Labour and Facilities:** No material, labour or facilities will be furnished by the Purchaser, its clients or the end user, unless specified in the ITB.
30. **Samples:** Samples of items, when required, must be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the Purchaser. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.
31. **Country of Origin** is required for the Purchaser's statistical purposes.
32. **Start-up & Commissioning:** When necessary, the Bidder shall include in the Bid a complete, detailed plan for the start-up and commissioning of the equipment at the project site(s).
33. **Service Facilities:** When applicable, the Bidder must provide the name, address and a description of the local representative responsible for providing after-sales service on the products
34. **Training:** When applicable, the Bidder must describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the Purchaser. Unless otherwise agreed, such training as well as training material should be provided in the language of the Bid as specified **in the BDS**.
35. **Spare Parts Availability:** When applicable, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB or in any Purchase Order as may be issued by the Purchaser.
36. **Errors and Omissions:** The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the Purchaser accordingly.

H. Cancellation of ITB – Tender exercise

37. UNDP reserves the right to cancel if needed this tender exercise at any stage, without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice in UNDP website.

Section 2

BID DATA SHEET

The following specific data for goods and services to be procured shall complement, supplement or amend the provisions in the Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail.

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| Subject of ITB: | Procurement of Carpet Tiles |
| Goods for use in: | Addis Ababa, Ethiopia |
| Contact persons for written communication (clause 5) | Godwill Enow Ebot, godwill.enow-ebot@undp.org Joaquin Albiach, joaquin.albiach@undp.org And Alfonso Buxens, alfonso.buxens@undp.org |
| Amendments to Solicitation Documents (clause 6) | Latest ten (5) calendar days prior to the Deadline for Submission of Bids. Requests for clarification from bidders to be received latest 7 calendar days prior to the Deadline for Submission of Bids. |
| Language of the Bid (clause 7) | English for the entire bid, including documentation and descriptions/information provided. |
| Documents Comprising the Bid – Commercial (clauses 8, 9 and 10) | <p>THE FOLLOWING SHALL BE INCLUDED IN THE BID SUBMISSION (in addition to the requested in Section 1):</p> <p>A) COMMERCIAL</p> <p>A.i. Written Power of Attorney, authorising the signatory of the bid to commit the bidder.</p> <p>A.ii. Bid submission form: Fully completed and duly authorized (see Section 7).</p> <p>A.iii. Price and Delivery Schedule form: Fully completed and duly authorized (see Section 6).</p> <p>A.iv. Warranty: State warranty procedures for carrying out replacements/repairs in the country of use and the nearest local agent (refer to Section 5 Supply Requirements and Section 4 Special Conditions).</p> <p>B) TECHNICAL</p> <p>B.i. Technical description of items: Full details including technical & performance characteristics, exact model and country of origin of all the items should be included in the “Description of items offered and Bidders’ statement on deviations” column in Section 5’s table</p> <p>B.ii. Bidder’s Statement Regarding Deviations/Non-Compliance - Any departure from the provisions of the specification shall be disclosed in the “Bidder’s</p> |

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| | <p>Statement Regarding Deviations/Non Compliance” column in Section 5’s table. In case of no deviations, for clarity please state ‘no deviations’.</p> <p>B.iii. Descriptive literature: Bidders shall provide full technical details of all items offered in technical sheets or catalogues with pictures showing detail and general views of the items and components. Specific details/models of items offered should be clearly stated as standard technical sheets or catalogues may offer different options.</p> <p>B.iv. Dangerous Goods: Please identify the items which are classified as “dangerous” for transportation and provide UN class no, and conditions/restrictions to be considered for freight and storage.</p> <p>C) SUPPLIER QUALIFICATION: The Bidder shall furnish the following information with its bid:</p> <p>C.i. Previous experience: A minimum of 3 purchase orders awarded and served within the past five proving relevant international experience in supplying the items included int this ITB. Each PO shall <u>clearly indicate the type and quantities of items and technical specifications, contract amount, date, and customer’s current contact details for references to be sought.</u></p> <p>C.ii. Financial soundness: Bidders shall provide documentary evidence, preferably in the form of latest available audited financial accounts proving that the total average annual turnover over the last two years exceeded the amount of U\$ 500,000.</p> <p>Furthermore, bidders shall provide documentary evidence, preferably in the form of latest available audited financial accounts, that the minimum amount of liquid assets and/or credit facilities net of other contractual commitments shall be 30% or more of the total value of the submitted offer.</p> <p>C.iii. Authorization to represent manufacturer: If the bidder is not the manufacturer of any of the offered goods, then a manufacturer authorization to represent the manufacturer should be included.</p> <p>All submittals shall bear seal/markings/signature of bidder and UNDP/PSO may request additional supporting documentation.</p> <p>Failure to provide all the above mentioned information may result in the bid being rejected. Bids that are unclear or leave room for interpretation may be considered non-responsive and hence not be evaluated.</p> |
| Bid Currencies (clause 11) | United States dollar (USD) |
| Period of Validity of Bids (Clause 12) | 120 days |
| Deadline for Submission of Bids (clause 16) | <u>19th December 2012 at 13:00 hours (Copenhagen time)</u> |

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| Bid submittal (clause 15) | <p><u>Bids are to be submitted by the deadline as stipulated above either as sealed bids or by e-mail</u></p> <p>Sealed bids should include a Bid Copy and ELECTRONIC COPY of the complete bid, in standard memory support, i.e. CD Rom or USB memory device. <u>In the event of any discrepancy between the versions submitted the “original bid” shall govern.</u></p> <p>E-mail bids must be sent in PDF format (Price Schedule and Deviation table additionally in editable format) together with all technical details to:</p> <p>psb.bidtender@undp.dk</p> <p>Bidders must follow <u>instructions in Clause 15</u>, in Section 1 Instructions to Bidders, for both sealed and e-mail submissions as corresponding.</p> |
| Address for Submission of Sealed Bids | <p>United Nations Development Programme Procurement Support Office Midtermolen 3 DK-2100 Copenhagen Ø Denmark</p> |
| Marking of Bids (clause 15) | <p>ATTENTION: BID OPENING UNIT” “SEALED BID NO: ITB/UNDP/PSO/600053 DEADLINE: 19th December 2012, 13:00 hours (Copenhagen time) NOT TO BE OPENED BY REGISTRY”</p> |
| Public Opening of Bids (clause 18.1) | <p>Place: United Nations Development Programme Procurement Support Office Midtermolen 3 DK-2100 Copenhagen Ø Denmark</p> <p>Date and Time: 20th December 2012 at 14:00 hours (Copenhagen time)</p> <p>Please give minimum 24 hours advance notice if you wish to attend to godwill.enow-ebot@undp.org and maxine.engvall@undp.org</p> |
| Deviations: | <p>Minor deviations from the requested description and specifications in Section 5 Supply Requirements, may be considered. Any deviation must be disclosed in writing.</p> |
| Partial bids: | <p>Partial bids will not be accepted.</p> |
| Delivery terms: | <p>Suppliers must quote delivered to:</p> <p>FCA nearest international seaport Incoterms 2010 (Containerized) and FCA nearest international airport Incoterms 2010.</p> <p>Unless otherwise stated in Section 5 Supply Requirements, only one consolidated FCA point may be offered.</p> <p>The Purchaser will award on FCA basis plus local services and appoint a freight forwarder to handle the shipment to final destination and local distribution.</p> |

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| | <p>The contractor will be required to provide adequate packaging and labeling/marketing of the cargo per each installation site.</p> <p>Delivery schedule: Bidder's proposed delivery schedule. Bidders must provide details on their FCA delivery plan, in terms of timelines, quality, transportation means, and evidence of meeting delivery deadline.</p> <p>Country of Origin: Must be stated.</p> |
| Bid Evaluation (clauses 20, 21 and 22) | <p>Bids from Qualified Bidders will be evaluated on the following basis:</p> <ol style="list-style-type: none"> Compliance with terms and conditions of the ITB including required submissions: <ul style="list-style-type: none"> Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without material deviations A Bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity. Compliance with technical specifications of items listed in Section 5 Price and delivery times for items and quantities as listed in Section 6. Compliance with requested qualification criteria in the bid. |
| Award Criteria (clause 24) | <p>Additional Evaluation Criteria</p> <p>In accordance with Section 6 (Price and Delivery Schedule Form), Bidders are requested to quote (bid) for supply of equipment delivered to:</p> <p>FCA nearest international seaport Incoterms 2010 (Containerized) and FCA nearest international airport Incoterms 2010.</p> <p>Please note that UNDP/PSO will utilize the services of its own freight forwarder for shipment of the goods from FCA point to Addis Ababa, Ethiopia.</p> <p>The contractor therefore is required to supply goods based on FCA terms.</p> <p>All Bids will be evaluated on the basis of landed costs CPT Addis Ababa, Ethiopia Incoterms 2010.</p> <p>For the purposes of comparing the Bids, UNDP/PSO will solicit the quotes for the freight from FCA point to Addis Ababa, Ethiopia from UNDP's freight forwarder based on Bidders' statements regarding weight & volume.</p> <p>The subsequent contract will be issued on the basis of FCA nearest international seaport Incoterms 2010 or FCA nearest international airport Incoterms 2010 in line with the evaluation and contract award criteria stipulated in Section 1 (Instructions to Bidders) and depending on</p> |

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| | <p>which mode of freight (sea or air) better meets the needs of UNDP with regard to the freight time and costs.</p> <p>In view of the fact that UNDP/PSO utilizes its own freight forwarder, awarded suppliers will be required to cover additional freight costs should actual weight/volume exceed the initial bid statement.</p> |
| Purchaser's Right to Vary Requirement (clause 24) | The quantities in the Price Schedule are estimates and may vary up to $\pm 25\%$ from those indicated in Section 5, Supply Requirements. |
| Subsequent Orders/Deliveries: | UNDP/PSO may wish to procure the same material again in future. <u>Therefore, suppliers are requested to grant UNDP/PSO the right to procure additional identical material at the same price and conditions within the period of 12 months from the deadline of this ITB.</u> |
| Mode of Delivery: | By air or sea subject to the overall weight and volume of the shipment freight –Goods should be packed and palletized accordingly to be shipped with provision for double stacking of pallets (one on top of the other). |
| Company Information: | Bidders not registered in the United Nations Global Marketplace (database of suppliers) are encouraged to do so. For information on registration procedures, please www.ungm.org . |
| Commissions And Incentives: | Bidders or Contractors will not offer anything to any employee or agent of the Purchaser as an inducement or reward that could in any way tend to influence the person's actions in relation to the process and contract. For the purposes of this Clause, "agent" includes the parent, spouse, child or associate of the agent. Without limitation, a breach of this clause will entitle the Purchaser to disqualify the bidder or terminate the Contract. |
| Provision of Samples (Clause 31) | Not Required. |

Section 3

GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF GOODS AND SERVICES

1. LEGAL STATUS OF THE PARTIES: The United Nations Development Programme (hereinafter referred to as “UNDP”) and the Contractor shall also each be referred to as a “Party” hereunder, and:

1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, UNDP, a subsidiary organ of the United Nations, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

3. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of any services to UNDP by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:

3.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

3.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same as, or better than, the qualifications of any personnel originally proposed by the Contractor.

3.3 At the option of and in the sole discretion of UNDP:

3.3.1 the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by UNDP prior to such personnel’s performing any obligations under the Contract;

3.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel’s performing any obligations under the Contract; and,

3.3.3 in cases in which, pursuant to Article 3.2.1 or 3.2.2, above, UNDP has reviewed the qualifications of such Contractor’s personnel, UNDP may reasonably refuse to accept any such personnel.

3.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

3.4.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor.

3.4.2 Any of the Contractor’s personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.

3.4.3 The withdrawal or replacement of the Contractor’s personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

3.4.4 All expenses related to the withdrawal or replacement of the Contractor’s personnel shall, in all cases, be borne exclusively by the Contractor.

3.4.5 Any request by UNDP for the withdrawal or replacement of the Contractor’s personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.

3.4.6 If a request for the withdrawal or replacement of the Contractor’s personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the

withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

3.5 Nothing in Articles 3.2, 3.3 and 3.4, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

3.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:

3.6.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;

3.6.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

3.7 Not less than one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the

particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.

3.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

4. ASSIGNMENT:

4.1 Except as provided in Article 4.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

4.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that:*

4.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and,*

4.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and,*

4.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; *and,*

4.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.

5. **SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

6. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of UNDP. The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.

7. **PURCHASE OF GOODS:** To the extent that the Contract involves any purchase of goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to any purchases of goods under the Contract:

7.1 **DELIVERY OF GOODS:** The Contractor shall hand over or make available the goods, and UNDP shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the goods shall be borne exclusively by the Contractor until physical delivery of the goods to UNDP in accordance with the terms of the Contract. Delivery of the goods shall not be deemed in itself as constituting acceptance of the goods by UNDP.

7.2 INSPECTION OF THE GOODS: If the Contract provides that the goods may be inspected prior to delivery, the Contractor shall notify UNDP when the goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the goods upon delivery in order to confirm that the goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

7.3 PACKAGING OF THE GOODS: The Contractor shall package the goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

7.4 TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the goods in accordance with the requirements of the Contract.

7.5 WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:

7.5.1 The goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship;

7.5.2 If the Contractor is not the original manufacturer of the goods, the Contractor shall provide UNDP with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;

7.5.3 The goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

7.5.4 The goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

7.5.5 The goods are new and unused;

7.5.6 All warranties will remain fully valid following any delivery of the goods and for a period of not less than one (1) year following acceptance of the goods by UNDP in accordance with the Contract;

7.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNDP that the goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse UNDP for the purchase price paid for the defective goods; and,

7.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor's warranties under the Contract.

7.6 ACCEPTANCE OF GOODS: Under no circumstances shall UNDP be required to accept any goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any goods unless and until UNDP has had a reasonable opportunity to inspect the goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the goods, the goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the goods.

7.7 REJECTION OF GOODS: Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the goods, the Contractor shall, in sole option of UNDP:

7.7.1 provide a full refund upon return of the goods, or a partial refund upon a return of a portion of the goods, by UNDP; or,

7.7.2 repair the goods in a manner that would enable the goods to conform to the specifications or other requirements of the Contract; or,

7.7.3 replace the goods with goods of equal or better quality; and,

7.7.4 pay all costs relating to the repair or return of the defective goods as well as the costs relating to the storage of any such defective goods and for the delivery of any replacement goods to UNDP.

7.8 In the event that UNDP elects to return any of the goods for the reasons specified in Article 7.7, above, UNDP may procure the goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any

such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the goods for the Contractor's account.

7.9 TITLE: The Contractor warrants and represents that the goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the goods shall pass from the Contractor to UNDP upon delivery of the goods and their acceptance by UNDP in accordance with the requirements of the Contract.

7.10 EXPORT LICENSING: The Contractor shall be responsible for obtaining any export license required with respect to the goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of the United Nations, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

8. INDEMNIFICATION:

8.1 The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

8.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,

8.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

8.2 The indemnity set forth in Article 8.1.1, above, shall not apply to:

8.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; or

8.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.

8.3 In addition to the indemnity obligations set forth in this Article 8, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 8, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

8.4 UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of the United Nations or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

8.5 In the event the use by UNDP of any goods, property or services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

8.5.1 procure for UNDP the unrestricted right to continue using such goods or services provided to UNDP;

8.5.2 replace or modify the goods or services provided to UNDP, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; or,

8.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such goods, property or services, or part thereof.

9. INSURANCE AND LIABILITY:

9.1 The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

9.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

9.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

9.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

9.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

9.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.

9.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

9.4 The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

9.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

9.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

9.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;

9.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

9.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.

9.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

9.7 Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 9.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

9.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

10. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

11. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

12. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

12.1 Except as is otherwise expressly provided in writing in the Contract, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

12.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

12.3 At the request of UNDP, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract.

12.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNDP, shall be made

available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

13. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP or the United Nations, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP.

14. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

14.1 The recipient ("Recipient") of such Information shall:

14.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,

14.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

14.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 14, the Recipient may disclose Information to:

14.2.1 any other party with the Discloser's prior written consent; *and*,

14.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees, officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:

14.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,

14.2.2.2 any entity over which the Party exercises effective managerial control; *or*,

14.2.2.3 for UNDP, the United Nations or a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

14.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

14.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

14.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

14.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

15.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

15.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 16, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

15.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or

relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

16. TERMINATION:

16.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 19 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

16.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

16.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

16.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

16.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

16.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

16.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

16.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

16.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;

16.3.7 complete performance of the work not terminated; *and*,

16.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

16.4 In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those goods delivered and services provided to UNDP in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.

16.5 UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

16.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

16.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

16.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

16.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

16.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

16.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

16.6 Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non-legal proceedings, as a result of any of the events specified in Article 16.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 16.5, above, and shall provide UNDP with any information pertinent thereto.

16.7 The provisions of this Article 16 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

17. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

18. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

19. SETTLEMENT OF DISPUTES:

19.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

19.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 19.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

20. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

21. TAX EXEMPTION:

21.1 Article II, 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 public utility services, and is exempt from customs restrictions, 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 the exemptions of the United Nations from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

21.2 The Contractor authorizes UNDP to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

22. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

23. MODIFICATIONS:

23.1 Pursuant to the Financial Regulations and Rules of UNDP, only the Chief Procurement Officer of UNDP, or such other Contracting authority as UNDP has made known to the Contractor in writing, possesses the authority to agree on behalf of UNDP to any modification of or change in the Contract, 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 the Contract shall be valid and enforceable against UNDP unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief Procurement Officer of UNDP or such other contracting authority.

23.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 23.1, above.

23.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 23.1, above.

24. AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

24.2 The Contractor acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25. LIMITATION ON ACTIONS:

25.1 Except with respect to any indemnification obligations in Article 8, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 19.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

25.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

26. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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. 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.

27. **MINES:** The Contractor warrants and represents that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. 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.

28. **SEXUAL EXPLOITATION:**

28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, 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 these provisions 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.

28.2 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.

Section 4

SPECIAL CONDITIONS

The following Special Conditions of Contract shall supplement the General Conditions of Contracts for the Provision of Goods and Services (Section 3):

| | |
|--|---|
| ACCEPTANCE OF THE PURCHASE ORDER | The resulting Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy within the time specified. Acceptance of the 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 the 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. |
| LIQUIDATED DAMAGES FOR NOT MEETING DELIVERY (refer to Art. 7.1) | If the Supplier fails to supply the specified goods within the time period(s) stipulated by the Purchase Order, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 0.5 percent of the price of the complete consignment or service (Consignments and Services as specified in Section 6 Price Schedule) for each day of delay until actual delivery or completion, up to a maximum deduction of 10 percent of the Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the PO. |
| WARRANTY (ref. to Art. 7.5) | The warranty period shall be for 12 months following acceptance of the goods by UNDP at destination. Further details on Warranty Services required are included in Section 5 (Item 5.2). |
| GOODS AND SERVICES DEFINED | Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw materials, components, customized and standard software as required, intermediate products and products which the Supplier is required to supply under the Purchase Order. Services are to include design, installation and commissioning, training services, technical assistance and warranty services as required to supply in the Purchase Order |
| FIRE AND EXTENDED COVERAGE INSURANCE (ref. to Art 9.2) | At all times prior to delivery, the Supplier shall effect and maintain continuous fire, hazard and extended coverage insurance upon any goods subject to this Order in an amount equal to the sound insurable value of such goods and labour incorporated therein with loss payable to the Supplier and UNDP/PSO as their interests may appear. |
| AFTER SALES SERVICE (ref. to Art 7.5.8) | The Supplier shall maintain or provide a local service organization constituted to handle requests from UNDP/PSO or its clients for technical assistance, maintenance, service, repairs and overhaul of the goods, as specified in Requirements Section 5. |
| TRADE TERMS (ref. to Art 7) | Whenever an INCOTERM is used in this Order it shall be interpreted in accordance with the INCOTERMS 2010. |
| PAYMENT | UNDP shall, on fulfilment of the Delivery Terms, unless otherwise provided in the Purchase Order, make payment within 30 days of receipt of the Supplier's original invoice for the goods and copies of the shipping documents specified in the Purchase Order. Similarly, payment for Services will be due within 30 days from receipt of original Supplier's invoice accompanied by certificate of completion and |

| | |
|------------|--|
| | <p>acceptance of Services issued by the End User.</p> <p>Payment against the invoice referred to above will reflect any discount shown under the payment terms of the Purchase Order, provided payment is made within the period required by such payment terms.</p> <p>Unless authorized by UNDP, the Supplier shall submit one invoice in respect of the Purchase Order, and such invoice must indicate the Purchase Order's identification number.</p> <p>The prices shown in the Purchase Order may not be increased except by express written agreement of UNDP.</p> <p>Payment by UNDP/PSO does not imply acceptance of goods nor of any related work or services under this Order</p> |
| PACKAGING: | <p>The Supplier also warrants that the goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment, in a manner so as to protect the goods during delivery to their ultimate destination.</p> |

Section 5

SUPPLY REQUIREMENTS and SPECIFICATIONS

5.I Introduction

UNDP is in the process of commissioning a new building in Addis Ababa Ethiopia where the regional Center and some agencies will be consolidated under one roof. There is a requirement to procure materials as mentioned below.

5.II Scope of Supply and services

The overall requirement of this tender exercise involves the provision of the following elements:

| Nr. | Commodities in conformity with the technical specifications and requirements stipulated in this ITB | Quantity |
|-----|---|-----------------------------------|
| 1 | Carpet tiles 50cm x 50cm With Fire and sound proof features | For a 6500 square meters |

5.III Technical Specifications and requirements

All items offered must be described in the column reserved for such purpose in the below table, responding to each of the line specifications described for each item. For each specification line of each item, bidders must -in addition to their description of the product/service offered- highlight clearly if it's offer involves any deviation from the requested specifications, otherwise the wording « No deviations » must be stated.

| Nr | Description of commodities requested | Description of items offered and Bidders' statement on deviations |
|----|--|---|
| 1 | Modular Carpet tiles 50cm x 50cm With Fire and sound proof features | |



5.IV Other Requirements

Packing requirements Please refer to Section 3 General Terms and Conditions (clause 6) for the minimum packing requirements. Bidders are to include in their offer the cost of export packing in accordance with best commercial practice and suitable for delivery up to the final destination, including fulfilling requirements for any dangerous goods. Please identify the items which are classified as “dangerous” for transportation and provide UN class no.

In case of no deviations to the details and specification in Section 5: Supply Requirements and Specifications, including Annexes, the bidder should state ‘no deviations’.

Name of Bidder: _____

Authorised signature: _____

Name of authorised signatory: _____

Functional Title: _____

The Technical Specifications and all Annexes shall be considered an integral part of this ITB.

Section 6 - PRICE and DELIVERY SCHEDULE FORM

Must be duly completed by the Bidder and returned with the Bid. Supplementary information shall be attached according to the requirements herein. Please note, although Price Schedule and Supply Requirement are divided in several items. Bids must be complete i.e. including all items, in order to be evaluated.

PRICE SCHEDULE

Currency: **USD**

| Nr | Commodities as per specifications in Section 5 (Supply Requirements and Specifications) | Qty | Unit price | Total Price ¹ |
|------------------------------------|---|-----------------------------------|------------|--------------------------|
| 1 | Modular Carpet tiles 50cm x 50cm With Fire and sound proof features | For a 6500 square meters | | |
| FCA CHARGES , if any | | | | |
| BID TOTAL , FCA named place | | | | |
| Freight charges | | | | |
| Insurance | | | | |
| BID TOTAL , FCA named place | | | | |

| | | |
|--|----|-----------------|
| Estimated weight and volume (shipping dimensions): | kg | m ^{3*} |
| Estimated Shipping dimensions: | | |
| Estimated Number of 40'/20' Containers | | |
| Incoterm Delivery time: Please state the offered delivery period (FCA named place Incoterm 2010) for the products in weeks from issue of the Purchase Order: | | |
| Country/s of Origin: | | |

Note:

Bidders are requested to provide figures for UNIT and TOTAL PRICES with a maximum of 2 decimals.

UNDP/PSO may wish to procure the same equipment again in future. Therefore, suppliers are requested to grant UNDP/PSO the right to procure additional identical equipment at the same price and conditions within the period of 12 months from the deadline of this ITB.

YES _____ NO _____

¹ In the case of discrepancies between unit price and total price, the unit price will be taken as reference basis in the evaluation.



Name of Bidder: _____

Authorised signature: _____

Name of authorised signatory: _____

Functional Title: _____



Section 7

BID SUBMISSION FORM

Must be duly completed by the Bidder and returned with the Bid

To: UNDP/PSO
Midtermolen 3,
P.O. Box 2530
DK-2100 Copenhagen Ø
DENMARK

Dear Sir/Madam,

Having examined the above referenced Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver goods as described in Section 5 (Supply Requirements) of this ITB number in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* as may be ascertained in accordance with the Price Schedule Form attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with INCOTERMS 2010 and the delivery terms and schedule specified in the Bidding Documents.

We agree to abide by this Bid for a period of 120 days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

The undersigned confirms hereby acceptance of the UNDP General Terms and Conditions complemented by the Special Conditions, including UNDP payment terms as specified in this ITB.

We understand that you are not bound to accept any Bid you may receive.

Name of Bidder

Address of Bidder

Authorised Signature

Date:

Name of Authorised
Signature (type or print)

Functional Title of
Signatory