



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

To : All Interested Bidders	DATE: March 6, 2019
	REFERENCE: RFQ/UNDP/EU-PBDE/65231/016/2019 - Provision of Equipment for Mini Depot Cirebon

Dear Sir / Madam:

We kindly request you to submit your quotation for **Provision of Equipment for Mini Depot Cirebon**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before March 15, 2019, COB (GMT+7) and via (choose appropriate box) ☒ *e-mail*, or ☒ *courier mail* to the address below:

**United Nations Development Programme**  
Menara Thamrin Building, 8th Floor  
Jl. M.H. Thamrin, Kav. 3  
Jakarta 10250, Indonesia  
Tel: 021-2980 2300 ext 835  
Attn: Procurement Unit  
Bids.id@undp.org

Quotations submitted by email must be limited to a maximum of 8 MB per transmission, virus-free and no more than 5 (five) email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input checked="" type="checkbox"/> DAP <input type="checkbox"/> Other [pls. specify]	
Customs clearance <sup>1</sup> , if needed, shall be done by:	<input type="checkbox"/> UNDP <input checked="" type="checkbox"/> Supplier/Offeror <input type="checkbox"/> Freight Forwarder	
Exact Address/es of Delivery Location/s (identify all, if multiple)	Desa Babakan, Kecamatan Ciwaringin, Kabupaten Cirebon	
UNDP Preferred Freight Forwarder, if any <sup>2</sup>	N/A	
Distribution of shipping documents (if using freight forwarder)	Yes provided by bidders	
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> 90 (Ninety) calendar days from the issuance of the Purchase Order (PO) <input type="checkbox"/> As per Delivery Schedule attached [if delivery will be staggered] Time : Time Zone of Reference : [pls. indicate]	
Delivery Schedule	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required	
Packing Requirements	YES	
Mode of Transport	<input type="checkbox"/> AIR <input type="checkbox"/> SEA	<input checked="" type="checkbox"/> LAND <input checked="" type="checkbox"/> OTHER as proposed by bidders
Preferred Currency of Quotation <sup>3</sup>	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency : IDR For Local bidders	
Value Added Tax on Price Quotation <sup>4</sup>	<input type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes	
After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of 1 (one) year on site <input checked="" type="checkbox"/> Technical Support <input type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair <input type="checkbox"/> Others [pls. specify]	
Deadline for the Submission of Quotation	COB, Friday, March 15, 2019 and GMT +7	

<sup>1</sup> Must be linked to INCO Terms chosen.

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

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

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

All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English for the quotation <input type="checkbox"/> French <input type="checkbox"/> Spanish <input checked="" type="checkbox"/> Others Bahasa Indonesia for catalogs, instructions, and manuals.
Documents to be submitted <sup>5</sup>	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input type="checkbox"/> A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users; <input type="checkbox"/> Confirmation that licenses of this nature have been obtained in the past and an expectation of obtaining all the necessary licenses should the quotation be selected; <input type="checkbox"/> Quality Certificates (ISO, etc.); <input checked="" type="checkbox"/> Latest Business Registration Certificate ; <input type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance; <input checked="" type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); <input type="checkbox"/> Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer); <input type="checkbox"/> Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied ; <input type="checkbox"/> Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods". <input checked="" type="checkbox"/> Patent Registration Certificates (if any of technologies submitted in the quotation is patented by the Supplier); <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input type="checkbox"/> Others [documents on detail design and specifications;
Period of Validity of Quotes starting the Submission Date	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days  In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted
Payment Terms <sup>6</sup>	<input checked="" type="checkbox"/> 100% upon complete delivery of goods. <input checked="" type="checkbox"/> Others including passing inspection, complete installation, passing all testing, completion of training, and written acceptance of goods.

<sup>5</sup> First 2 items in this list are mandatory for the supply of imported goods

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



Liquidated Damages	0,3 ( zero point three) percent of the total contract amount per day and maximum of 30 days which UNDP will terminate the PO
Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <sup>7</sup> <input checked="" type="checkbox"/> Comprehensiveness of after-sales services (one year warranty on parts and labor, and technical support). <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criteria and cannot be deleted regardless of the nature of services required]</i> <input type="checkbox"/> Earliest Delivery / Shortest Lead Time <sup>8</sup> <input type="checkbox"/> Others
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier <input type="checkbox"/> One or more Supplier, depending on the following factors: <i>award will be given to supplier(s) who technically compliance and offered the lowest price</i>
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input type="checkbox"/> Long-Term Agreement <sup>9</sup> <i>(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)</i> <input type="checkbox"/> Other Type/s of Contract <i>[pls. specify]</i>
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 30 (thirty) days after agreed delivery date. <input type="checkbox"/> Others
Conditions for Release of Payment	<input checked="" type="checkbox"/> Passing Inspection <input checked="" type="checkbox"/> Complete Installation <input checked="" type="checkbox"/> Passing all Testing <input checked="" type="checkbox"/> Completion of Training in operating the equipment <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements <input type="checkbox"/> Others <i>[pls. specify]</i>

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

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

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

Annexes to this RFQ <sup>10</sup>	<input checked="" type="checkbox"/> Specifications of the Goods Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). <input type="checkbox"/> Others <i>[pls. specify, if any]</i>  Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) <sup>11</sup>	Yusef Saiful millah/ Abriliany Lintang Kirana Procurement Unit Yusef.millah@undp.org/ abriliany.kirana@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Bidder's conference	12 March 2019, UNDP Menara Thamrin Building, 7th Floor, Nias Room, at 14.00 WIB.

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

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

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

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

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

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the

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

<sup>11</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

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

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

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

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

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

**Thank you and we look forward to receiving your quotation.**

**Sincerely yours,**

A handwritten signature in blue ink, appearing to be 'M. Kurnia', is written above the printed name.

Martin Kurnia  
Procurement Analyst



## ANNEX I

### Technical Specifications

#### I. Background Information

Trash has long been a major problem in big cities. Domestic waste produced by households needs proper handling. In addition to household waste, there is also waste generated by chemical processes. This type of waste needs to be handled more thoroughly because of its toxic nature.

There is also a positive aspect of the waste. It has economic value, as waste can be recycled and reproduced to be other goods. Knowing this value, it is suggested that when managing waste, as much as possible we need to recycle the waste. However, we need to make sure that the recyclers know how to handle the waste and are able to separate the hazardous materials and the materials that can be used further.

In managing waste it is essential if there is a depot available. A depot is a place for the storage of large quantities of something. The depot will be a place to manage waste: sorting and separating PBDE & UPOPs and other hazardous wastes, recycling plastic and electronic waste.

PBDE & UPOPs project has constructed one unit of mini depot in Babakan village, Cirebon. This facility will be fully operating in May 2019. The depot will be an intermediary post and it has crucial functions such as:

1. It helps preventing the transmission of dangerous pollutant;
2. It increases the value of waste. Some of the waste can be processed and transformed into new products;
3. It brings economic benefit for the management of the depot, by selling the useful waste (mostly plastic);
4. It becomes learning center

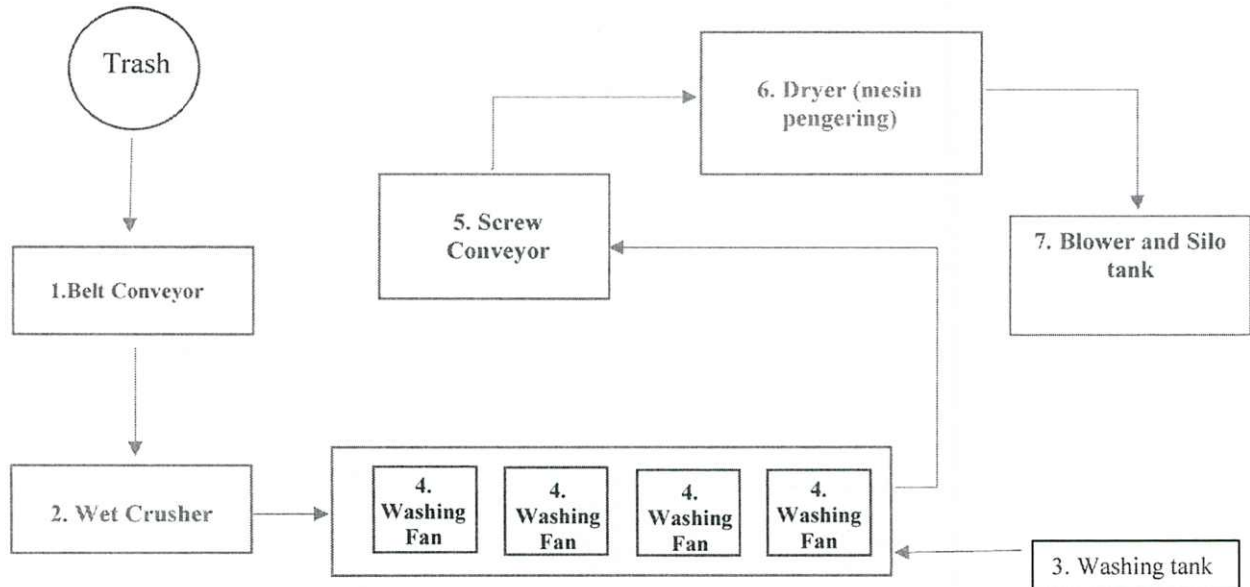
As the process of mini depot construction is finished, now the project focuses on procuring the equipment to support the mini depot operation. The equipment consistst of machine, tools, process controller, work station, and supervisor system. The machine required consists of belt conveyor, crusher, washing machine, screw conveyor, dryer, and packaging. Process controller, work station, and supervisory system is installed to control and supervisor the system. The detail specification of equipment is described as follows:

- I. Machine: an inline machine consisting of: belt conveyor, crusher, washing machine, screw conveyor, dryer, and packaging.
- II. Industrial Internet of Things (IIOT)
- III. Tools
- IV. Increment electrical power (36 Kw, 3 phases)

### Machine

This is an inline machine which will produce chopped plastic. The process performed by this machine includes crushing, washing, and the dewatering the plastic. The process ends with packaging the products (chopped plastic).

To perform effectively and efficiently, the inline machine should consist of the following parts: belt conveyor, wet crusher, washing tank, washing fan, screw conveyor, dewatering machine (drying machine), blower and silo tank. The maximum length of the machine is 18 meters, with maximum 2 meters in width and 3 meters in height. The process should be in line with the flowchart shown below.





## **IIOT**

In addition, the integrated machine should be equipped with IIOT.

## **Tools**

In addition, there are tools to purchase to support the process in mini depo, i.e. digital scales and trolley.

## **Increment Electrical Power**

This is to add the existing electrical power provided (5,000 watt).

The minimum detail of specification for machine, automatic control, and tools are:

### **I. Machine**

1. Belt conveyor:
  - Quantity: 1 unit
  - Motor: 2hp, 4 pole, 3 phase, 1.4 Kw
  - Belt PVC: at least 2 mm thick, with minimum layer of 2 ply
  - Frame: UNP 13
  - Dimension (no more than): 500 cm (length), 100 cm (width), 200 cm (height)
  - Capacity: 1,800 – 2,500 kg/8 hours
2. Wet Crusher:
  - Quantity: 1 unit
  - Motor: 20Hp, 4 pole, 3 phase, 14 Kw
  - 6 rotary blades and 4 fix blades
  - Blade material: hardened steel
  - Material: As ST 45
  - Dimension (no more than): 100 cm (length), 120 cm (width), 150 cm (height)
  - Capacity: 1,800 – 2,500 Kg/8 Jam
3. Washing Tank:
  - Quantity: 1 unit
  - Dimension (no more than): 600 cm (length); 200 cm (width); 150 cm (height)
  - Material: brick, covered with cement.
  - Capacity: 1,800 – 2,500 Kg/8 Jam
4. Washing Fan:
  - Quantity: 1 set (4 fans)
  - Motor: 2 HP, 4 pole, 3 phase, 1.4 Kw
  - Material: Esser 5mm
  - Dimensi (tidak lebih dari): should be adjusted with washing tank
  - Kapasitas: 1.800 – 2.500 Kg/8 Jam
5. Screw Conveyor:
  - Quantity: 1 unit
  - Frame: Esser 5 mm
  - Filter stainless 201; perforated 1 mm

- Length: should be adjusted
- Width: should be adjusted
- Height: should be adjusted
- Gearmotor: 1:40
- Motor: 2HP, 4 pole, 3 phase, 1.4 Kw
- Capacity: 1.800 – 2.500 Kg/8 Jam

6. Dewatering Machine (Dryer):

- Quantity: 1 unit
- Length: not more than 2.4 m
- Frame: UNP13
- Filter stainless steel 201 perforated 2mm
- Motor: 10 HP, 3 phase, 4 pole, 7 Kw
- Dryness: at least 90 %

7. Blower and Silo Tank:

- Blower 20 inch
- Esser 5mm
- Motor: 5 HP, 3 phase, 4 pole, 3.5 Kw
- Frame: UNP12
- Silo tank capacity: 200 liter (minimum)

## II. Automatic Control

### II.1. Process Controller:

Process controller is PLC (Programmable Logic Controller) based with European standard brand for the following application:

- 3 x 16 Digital Input
- 4 x 8 Digital Output
- Memory extension to 4 GB
- Ethernet/Wireless with communication protocol of Modbus TCP
- Connection to laptop/PC using USB
- Panel IP42 free standing with front access

### II.2. Industrial PC

- Operating System : Windows 10 Pro 64-bit
- Processor : Intel Xeon 3,5 GHz
- Memory : 8 GB RAM
- Hard Disk : 1 TB
- Optical DVD-RW : 1 pc
- Keyboard : 1 unit
- Mouse : 1 unit
- LED Monitor : 1 unit, 15.6 inch

### II.3. Supervisory System (Industrial Internet Of Thing -IIOT)

IIOT is used to count production, censor the energy (voltage, current, Kwh), censor the temperature, and censor the RPM.

1. Conducting real-time monitoring with graphic and numerical displays representing

- the actual condition of the machine and the use of electric power.
2. Having the feature of event handling, including:
    - a. Ability to group the event and alarm based on the priorities. Each priority will be shown in different colors;
    - b. Ability to sort the time, name of the equipment, and priority
    - c. Ability to filter the data based on the time, name of equipment, and priority.
  3. Conducting report on the machine performance and the use of electrical power for the period of one year.

For the security, IIOT system should be equipped with login feature, allowing hierarchical accessibility to each user. The access should at least be categorized in three levels:

- Operator: this user can access all features and displays in IIOT system. He/she is able to perform reporting on-demand; however he/she cannot modify the system.
  - Supervisor: He/she can access all features and displays in IIOT system; he/she cannot modify the system.
  - Administrator: He/she can access all features and displays in IIOT system; he/she is able to modify IIOT application.
4. IIOT system should be connected to other system with Ethernet technology using Cat5e LAN cable or wireless connection.
  5. IIOT system should be equipped with web serve function to enable access from mobile web client. Mobile web client can only have access to view IIOT system (view only mode).
  6. Data history
    - IIOT system is stored in the form of data history. Historian server should be able to save the past two year data in the form of SQL database.
    - Reporting on the machine performance and the use of electrical power. The report should be made daily, monthly, or periodically in a year, with dashboard display which can be accessed from other devices through web browser.
    - Sending daily and monthly reports automatically via emails.

### **III. Tools**

1. 2 units of digital platform scales with maximum capacity of 200 kg.
2. Trolley (Krisbow aluminium hand trolley 250 kg KW 05-2071 or equivalent to it).

### **IV. Electric Power**

The required additional power is 36,000 watt. With the existing power of 5,000 watt, the total power should be 41,000 watt.



## ANNEX 2

### FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>12</sup>

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>13</sup>)

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

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

Item No.	Description/Specification of Machine, Automatic Control, and Tools	Qty	Latest Delivery Date	Unit Price	Total Price per Item
1	Machine:				
	Belt conveyor	1			
	Wet crusher	1			
	Washing fan	1 set (4 fans)			
	Screw Conveyor	1			
	Dewatering Machine	1			
	Blower and Silo	1			
2	IIOT:				
	Process Controller	1			
	Work Station	1			
	Supervisory System	1			
3	Tools				
	Digital platform scale	2			
	Trolley	1			
4	Increment electrical power (36 kw)	1 (set)			
<b>Total Prices of Goods<sup>14</sup></b>					
Add : Cost of Transportation					
Add : Cost of Insurance					
Add : Cost of Installation					
Add : Other Charges (pls. specify)					
<b>Total Final and All-Inclusive Price Quotation</b>					

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

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

<sup>14</sup> Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

**TABLE 2 : Estimated Operating Costs (if applicable)**

List of Consumable Item/s (Include fast moving parts, if any)	Estimated Average Consumption	Unit of Measure	Unit Price	Total Price per Item

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

Other Information pertaining to our Quotation are as follows :	Your Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Compliance to the requirement specified in Annex I			
Delivery Lead Time 90 (ninety) working days			
Estimated weight/volume/dimension of the Consignment:			
Country/ies Of Origin <sup>15</sup> : .....			
Warranty and After-Sales Requirements for minimum period of 1 (one) year on site& Technical Support			
Validity of Quotation – 90 days			
All Provisions of the UNDP General Terms and Conditions			
Other requirements [pls. specify]			

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

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

<sup>15</sup> If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.

## General Terms and Conditions

### 1. ACCEPTANCE OF THE PURCHASE ORDER

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

### 2. PAYMENT

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

### 3. TAX EXEMPTION

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

### 4. RISK OF LOSS

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

### 5. EXPORT LICENCES

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

### 6. FITNESS OF GOODS/PACKAGING

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



**7. INSPECTION**

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

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

**8. INTELLECTUAL PROPERTY INFRINGEMENT**

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

**9. RIGHTS OF UNDP**

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

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

**10. LATE DELIVERY**

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

**11. ASSIGNMENT AND INSOLVENCY**

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

**12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM**

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

**13. PROHIBITION ON ADVERTISING**

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

**14. CHILD LABOUR**

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof,

which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

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

## **15. MINES**

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

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

## **16. SETTLEMENT OF DISPUTES**

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

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

## **17. PRIVILEGES AND IMMUNITIES**

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

## **18. SEXUAL EXPLOITATION:**

**18.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**18.2** UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under

the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**19.0 OFFICIALS NOT TO BENEFIT:**

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

**20. AUTHORITY TO MODIFY:**

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