

REQUEST FOR QUOTATION (RFQ)

Procurement of Service Provider for the Provisioning of Manage Network Printing, Photocopying and Scanning service to United Nations Agencies in Sri Lanka on a Long-Term Agreement.

DATE: May 26, 2019
REFERENCE: RFQ/JPT/2019/28

Dear Sir / Madam:

We kindly request you to submit your quotation for the Provisioning of Manage Network Printing, Photocopying and Scanning service to United Nations Agencies in Sri Lanka on a Long Term Agreement, 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 **2pm Sri Lanka Time June 10, 2019** and via *Acourier mail or And delivery* to the address below:

United Nations Development Programme

202-204, Bauddhaloka Mawatha, Colombo 7, Sri Lanka Head of Procurement

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.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned services.

Context of the Requirement	Provisioning of Manage Network Printing , Photocopying and Scanning service to United Nations Agencies in Sri Lanka on a Long Term Agreement	
Brief Description of the	United Nations Development Programme (UNDP) in Sri Lanka wishe	
Required Services	to call for Request for quotations for the Provisioning of Manage	
	Network Printing, Photocopying and Scanning service to United	
	Nations Agencies in Sri Lanka on a Long Term Agreement.	

Location of Printer installation.	Agency	Location	
	UNICEF	No.3/1, Rajakeeya Mawatha, Colombo 7 No 240 , Kanagambikaikulam Service Road , Kilinochchi No. 28, 2nd Cross, Gnanasooriyam Square, Batticaloa	
	WFP	No.2, Jawatta Avernue, Colombo 05	
	UNDP		
	UNFPA	202-204, Bauddhaloka Mawatha, Colombo 7	
	FAO		
Expected duration of work	performance	ewable for another 2 years upon satisfactory and availability of funding.	
Target start date	01st July 201	9	
	30 th June 202	20	
Latest completion date			
Names and curriculum vitae of individuals who will be involve in providing the service	⊠Required		
Travels Expected	As per th		
	Not Applicab		
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)			
	⊠Local Curre	ency : LKR	
Preferred Currency of Quotation ¹			
Value Added Tax on Price Quotation ²	☑ Must be exclusive of VAT and other applicable indirect taxes		
Deadline for the Submission of Quotation	10 th June 2019 2pm Sri Lanka Time		
All documentations, including CVs, shall be in this language	English		
Documents to be submitted ³	 Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; Latest Business Registration Certificate ; 		

¹ 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.

	 Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations; Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc ; Track Record – list of clients for similar services as those required by UN, indicating description of contract scope, contract duration, contract value, contact references ; Certificates and Accreditation – including Quality Certificates, Environmental Sustainability Certificates, etc. ; Catalogues of the offered models Any other documents required by the TOR Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;
Period of Validity of Quotes starting the Submission Date	☑ 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	⊠ Not permitted
Payment Terms ⁴	 The contractor shall be paid monthly by respective agency subject to acceptance by UN agencies. Payment shall be made in 30 days upon submission of invoice and service performance report No advance payment shall be made to vendor
Evaluation Criteria	 Administrative responsiveness/Full compliance to requirements and lowest price⁵ Full acceptance of the PO/Contract General Terms and Conditions [this is a mandatory criteria and cannot be deleted regardless of the nature of services required]
UNDP will award to:	☑ One and only one service provider

⁵ 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.

Type of Contract to be Signed	⊠ Purchase Order ⊠ Long-Term Agreement ⁶
Special conditions of Contract	Only new machines will be acceptable at the start of the contract.
	All MFPs should be capable of network printing (standard and wireless LAN), coping, scanning, scan to USB flash drive, send to email, scan to folder and optional Fax core functions
	Consumables (toners, etc.) supplied by the service provider shall be delivered within 24 hours of an official request from UN Agency. All consumables shall be original manufacturers branded parts and brand new (not refills).
	On-call" repair services should be provided within the day or not later than the following day upon receipt of the request.
	Provision of one Back-Up toner unit within UN agency premises for quick replacement, for agencies obtaining more than 4 printers of either category.
	Should there be a need to pull out the machine for repair, a temporary replacement should be delivered on the same day, with the same or better functional specifications as the unit under repair, even if it is a different model or make.
	The service provider is expected to provider Maintenance and repair service from 8.00 a.m. to 5:00 p.m., Monday to Friday, except 10 official UN Holidays and Weekends during the year.
	Should there be need for additional units, service units shall be provided upon request of UN Agencies at the same cost and under same terms and conditions.
Conditions for Release of Payment	The contractor shall be paid monthly by each agency individually subject to volume verification acceptance by UN agency.

⁶ 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 ⁷	 ☑ Terms of Reference (Annex 1) ☑ Form for Submission of Quotation (Annex 2 A and B) ☑ General Terms and Conditions / Special Conditions (Annex 3). ☑ List of Official UN holidays for 2019 (Annex 4)
	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) ⁸	Mr. Athithan Jegatheesan ICT Associate <i>athithan.jegatheesan@undp.org</i> 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.

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

The quotation that complies with all of the 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.

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

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

⁸ 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.

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 : <u>http://www.un.org/depts/ptd/pdf/conduct_english.pdf</u>

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Nilmini Jayatilake Procurement Associate May 26, 2019

Terms of Reference for Provisioning of Manage Network Printing, Photocopying and Scanning service to United Nations Agencies in Sri Lanka on Long Term Agreement

Organizational Context

Under the overall guidance and supervision of the Representatives and the direct supervision of the Operations Managers the Manage Network Printing, Photocopying and Scanning service provider will provide Multifunctional printers to UNDP, UNICEF, UNFPA, WFP and FAO office premises in Colombo (and in the Field when required) and other UN agencies as and when requested on rent at a fixed price for a period of 12 months (with possible extension for another 2 years upon satisfaction of performance evaluation by UN agencies) in accordance with agency global ICT policies.

With the renting of the equipment, additional services relating to tonner, consumables, parts and maintenance will be borne by the supplier and UN agencies will be responsible for only supplying the paper which will ensure provision of quality service and value for money through a Long Term Agreement with the successful bidder detailed below under deliverables.

Purpose

To acquire Manage Network Printing, Photocopying and Scanning service to United Nations Agencies in Sri Lanka from reputable service provider to meet and respond to the needs of printing and copying and scanning of UN agencies in Colombo and field offices. Service will be provided based on the terms and conditions stipulated in this TOR.

1. Main Responsibilities of the Service Provider

- Vendor should provide a Multi-function printing equipment on rental basis.
- To provide and maintain Printing machine, particularly described hereunder as per the specifications.

- Machine shall be inspected monthly, and services such as adjustment and repair whenever required to keep the machines in good working condition shall be provided on a normal business day and working hours.
- Regular consumable parts / regular replacement parts such as Toner, Fuser, Photo conductor/Developer, Drum needs to be replaced by the service provider as required.
- Consumables (toners, etc.) supplied by the service provider shall be delivered within 24 hours of an official request from UN Agency. All consumables shall be original manufacturers branded parts and brand new (not refills).
- Maintenance and repair services, inclusive of spare parts
- On-call" repair services should be provided within the day or not later than the following day upon receipt of the request.
- Provision of one Back-Up toner unit within UN agency premises for quick replacement, for agencies obtaining more than 4 printers of either category.
- Should there be a need to pull out the machine for repair, a temporary replacement should be delivered on the same day, with the same or better functional specifications as the unit under repair, even if it is a different model or make.
- Should there be need for additional units, service units shall be provided upon request of UN Agencies at the same cost and under same terms and conditions.
- Provide printing / coping statistics / reports for each user as well as each device
- Ability to provide Centralized printer management service (Users should be able to print to any device or get the print release from any device)
- Provide quota mechanism for users
- Ability facilitate Print release system based on PIN or Fingerprint or Smart card (NFC)
- The service provider shall submit to UN agency the meter readings for all the copiers and verified by UN agency at the end of every month. Customer should be billed on no of copies printed & copied (Volume basis)
- All costs for installation and delivery of the machines will be borne by supplier;
- The service provider shall conduct basic onsite trouble shooting and operator training for users upon request.
- The service provider shall provide for each copier/printer a quick reference guide to help on basic trouble shooting issues.

2. Specification for Printer/ Copier/ Scanner machine

For A4 / A3 Colour MFP

Printer/Copier/Scanner machine shall meet the minimum of following specifications;

 All MFPs must be from the same manufacturer and operate in a manner similar to one another.

- Only new machines will be acceptable at the start of the contract
- All MFPs should be capable of network printing (standard and wireless LAN), coping, scanning, scan to USB flash drive, send to email, scan to folder and optional Fax core functions.
- Printing resolution at least to be 1200x1200 dpi, and copy/scanning resolution is 600 dpi
- ✤ At least 25 (PPM) pages per minute Scanning and printing
- Interfaces Network (1000 mbps), USB for scanning and printing, mobile printing, Optional: NFC, Bluetooth.
- Scanning Scan to network Push/Pull supporting SMB protocol, scan to SMTP
- Should support automatic sheet feeders for both printing and scanning
- Double side printing (Duplex) is needed on both Printer and scanner
- Scanning / Copying/Printing sizes A4 and A3
- All MFPs shall have four (4) paper trays (all adjustable) with the following paper capacity, using standard of 80gsm copy paper:
 - \circ 8.27 x 11.69 inches (A4) Tray 1 maximum of 500 sheets.
 - 8.5 x 14.0 inches (Legal) or 8.0 x 13.0 inches (Foolscap) Tray 2 maximum of 500 sheets.
 - 8.5 x 11.0 inches (Letter) Tray 3 maximum of 500 sheets.
 - 11.69 x 16.53 inches (A3) Tray 4 maximum of 500 sheets.
- All MFPs shall have a bypass tray for the purpose of printing on specialized stock.
- All MFPs shall have a minimum of 500GB hard disk capacity.
- All MFPs shall have a minimum of 4GB copy memory.
- All MFPs shall have and be able to directly print by USB the following files- TIFF, JPEG, PDF, Word, Excel, Powerpoint, etc.
- Web based Centralized MFP Management with
 - a) Device / user / Quota Management
 - b) Integrate user account with the respective UN agencies' Active Directory Server
 - c) Centralized printing queue
 - d) Provide print release mechanism (User has to authenticate the printing to release the hard copy if not printer should clear the queue.

Printer/Copier/Scanner machine shall meet the minimum of following specifications;

- All MFPs must be from the same manufacturer and operate in a manner similar to one another.
- Only new machines will be acceptable at the start of the contract
- The device should be capable of network printing (standalone and wireless LAN), coping, scanning, scan to USB flash drive, send to email and scan to folder options.
- ✤ All MFPs must be capable of producing double-sided prints/copies.
- ✤ At least 25 (PPM) pages per minute scanning and printing.

- All MFPs shall possess an automated document feeder, dual head scanning and up to 25 originals per minute (OPM) or comparable.
- All MFPs shall be capable of enlarging documents in preset increments to a minimum of 400%.
- All MFPs shall be capable of reducing documents in present increments to a minimum of 25%.
- Interfaces Network (1000 mbps), USB for scanning and printing, mobile printing, optional: NFC, Bluetooth
- ✤ All MFPs shall have zoom capabilities from 25% to 400%.
- All MFPs shall have Two (2) paper trays (all adjustable) with the following paper capacity, using standard of 80gsm copy paper:
- 8.27 x 11.69 inches (A4) Tray 1 maximum of 500 sheets.
- 8.5 x 14.0 inches (Legal) or 8.0 x 13.0 inches (Foolscap) or 8.5 x 11.0 inches (Letter) Tray 2 maximum of 500 sheets.
- All MFPs shall have a bypass tray for the purpose of printing on specialized stock.
- ✤ All MFPs shall have image shift capabilities.
- All MFPs shall be capable of full colour scanning and a scanning resolution maximum of 1200 dpi and speed of 25 opm/ipm.
- All MFPs shall have a minimum of 250GB hard disk capacity.
- ✤ All MFPs shall have 2GB memory.
- All MFP shall have 1200 x 1200 dpi print resolution and copy/scanning resolution is 600 dpi.
- ✤ All MFPs shall have a USB port.
- All MFPs shall have and be able to directly print by USB the following files- TIFF, JPEG, PDF, Word, Excel, Powerpoint, etc.
- All MFPs shall have Software solutions to manage print/copy data per group/user for accounting purposes. Web based Centralized MFP Management with;
 - a) Device / user / Quota Management
 - b) Integrate user account with the respective UN agencies' Active Directory Server
 - c) Centralized printing queue
 - d) Provide print release mechanism (User has to authenticate the printing to release the hard copy if not printer should clear the queue.
- ✤ Note: UNICEF Standard printer hardware is HP Color LaserJet Enterprise M775DN. Please include this specific model only for UNICEF A4 colour MFP.

3. Maintenance and repair of equipment.

It is the responsibility of the service provider that machine shall be inspected on monthly basis, and services such as adjustment and repair whenever required to keep the machines in good working condition.

- The service provider shall provide the services of key personnel who shall be responsible for the maintenance of the equipment. It will be preferable if the contractor can assign specific personnel who will be responsible for the UN equipment and with whom a relationship can be built by familiarizing themselves with the equipment.
- For unscheduled (emergency) maintenance the service provider shall be responsible for any malfunction or unavailability of the equipment. The contractor shall respond by providing a technician at the designated site where the equipment is installed within minimum of 3 hours (3 hours) <u>following notification by UN agency of such malfunction</u> <u>or unavailability of equipment.</u>
- The contractor undertakes to restore the equipment within three hours following notification failing which the contractor undertakes to provide at its expense immediate backup facilities to UN Agency.
- Replacement of a non-functioning machine shall be with a new machine.
 - Wherever temporary replacement is quickly required any working machine to be provided.
- The service provider is expected to provider Maintenance and repair service from 8.00 a.m. to 5:00 p.m., Monday to Friday, except 10 official UN Holidays and Weekends during the year.

4. Requirement for the firm

- Legally registered organization with requisite professional experience and knowledge of Manage Network Printing, Photocopying and Scanning service.
- The Company should have at least three years' experience in Multifunction devices and at least one-year Experience with Managed Printing serves.
- Existing client details including focal point and the systems deployed (Managed printing services) to be shared with UNDP for customer reference.

5. Communication and reporting obligations

The service provider shall provide the name and contacts of personnel who shall act as a focal point for official communication pertaining to the services. This person shall be available at all times during official working hours (8.00 a.m. to 5:00 p.m., Monday to

Friday, except 10 official UN Holidays and Weekends during the year) UN understand that the person would need to go on leave, and therefore names of at least two personnel will be required to ensure that there is sufficient back up at all times

6. Time frame, Location and requirement

Total duration of the contract is 1 year renewable for another 2 years upon satisfactory performance and availability of funding.

Agency	Location	A4 B&W Multifunction Printer	A4 Colour Printer/ Photocopier	A4 &A3 Colour Multifunction Printer
	No.3/1, Rajakeeya Mawatha, Colombo 7		5	4
UNICEF	No 240 , Kanagambikaikulam Service Road , Kilinochchi			1
	No. 28, 2nd Cross, Gnanasooriyam Square, Batticaloa			1
WFP	No.2, Jawatta Avernue, Colombo 05		1	4
UNDP		10		5
UNFPA	202-204, Bauddhaloka Mawatha, Colombo 7			1
FAO				4
Total		10	6	20

7. Terms of Payment

- The service provider shall submit to UN agency the meter readings for all the copiers and verified by UN agency at the end of every month. Customer should be billed on no of copies printed & copied (Volume basis).
- The contractor shall be paid monthly, subject to volume verification acceptance by UN agency.
- Payment shall be made in 30 days upon submission of invoice and acceptance by UN agency.

No advance payment shall be made to vendor.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁹

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery¹⁰)

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 Terms of Reference and requirements of UNDP as per RFQ Reference No. RFQ/JPT/2019/17:

COMPANY DETAILS (*Please* <u>type</u> all *Information*) – All Sections are Mandatory

ltem	Details			
Legal Name of Company:				
Place of Registration:				
Company's Business	Registration No.	Date of Registration	No. of Years in Commercial Operation	
Registration:				
VAT Registration:	YES/NO. if yes, please provide Registration Number:			
	Address (No. Street, town, District):			
Address Details:	Tel Number: Fax Number: E-mail:			
	Corporate/ (Pvt) Limited	Partnership	Other (specify)	
Type of Business:				

⁹ This serves as a guide to the Supplier in preparing the quotation and price schedule.

¹⁰ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

COMPANY BACKGROUND / PROFILE

Please attach separately.

CONTACT DETAILS

Primary Contact Person of Company

Name:	Telephone No.:	
Position:	Mobile No.:	
Email Address:	Fax No.:	

Alternative Contact Person

Name:	Telephone No.:	
Position:	Mobile No.:	
Email Address:	Fax No.:	

AUDITED FINANCIAL STATEMENTS (please attach)

No.	Financial Year	Available Yes/No
1).	2015	
2).	2016	
3).	2017	

MANAGEMENT STRUCTURE

No.	Types of services offered	Yes/No
1).	Chief Executive Officer	
2).	Managing Director	
3).	Chief Operating Officer	
4).	Director/ Manager of Operations	
5).	Director / Manager of Client Services	
6).	Shift Managers	
7).	Others (specify)	

HUMAN RESOURCES (Mandatory Section)

Type of Position	Total Number of Staff	Number of Years with the Company/Organization
Managerial		
Supervisory		
Accountant		
Technicians		
Customer Support		
Other - Skilled		

EXISTING CORPORATE AGREEMENTS WITH CLIENTS

Type of Agreement	Validity
	Type of Agreement

CLIENT REFERENCES

Names of Top Five Clients	Contact Details
	Address:
	Name of Contact Person:
	Contact Numbers:
	Address:
	Name of Contact Person:
	Contact Numbers:
	Address:
	Name of Contact Person:
	Contact Numbers:

Address: Name of Contact Person: Contact Numbers:
Address: Name of Contact Person: Contact Numbers:

BANKERS DETAILS

Please provide details of company's Primary Bankers

Item	Information
Name of Bank	
Branch	
Address of Bank	
Name of Contact person at Bank	
Bank Contact Numbers	

List of Mandatory Documents to be attached with the RFQ submission:

1)Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;

2) Scan copy of the latest Business Registration Certificate;

3)). VAT registration certificate (if applicable)

4) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;

5) Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc ;

6) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references ;

7) Certificates and Accreditation – including Quality Certificates, Environmental Sustainability Certificates, etc. ;

8) Catalogues of Offered Models.

9) Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;

FORM FOR SUBMITTING SUPPLIER'S QUOTATION¹¹

<u>(This Form must be submitted only using the Supplier's Official Letterhead/Stationery12)</u>

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 Terms of Reference and requirements of UNDP as per RFQ Reference No. **RFQ/JPT/2019/28**

FINANCIAL QUOTATION

	A. Financial Quotation for Black and White Machines		
	*A4 B&W Printer/ Photocopier	A4 B&W Multifunction Printer	
Offered Model/s			
Print Slab-Pages per printer	Price per page (LKR)	Price per page (LKR)	
0-1000			
1001-3000			
3001-5000			
5001 and above			

* Price required for future requirement

B. Financial Quotation for Colour Printer Machines

	A4 Colour Printer/ Photocopier	A4 &A3 Colour Multifunction Printer
Offered Model/s		
Print Slab-Pages per printer	Price per page (LKR)	Price per page (LKR)
0-500		
501-1000		
1001 - 2000		
2001 and above		

The quoted prices should inclusive of Regular consumable parts / regular replacement parts such as Toner, Fuser, Photo conductor/Developer, Drum, maintenance cost, installation and delivery cost.

Cost for the print release system based on PIN or Fingerprint or Smart card (NFC) LKR

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]

¹² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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 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.

HOLIDAYS FOR UN OFFICE, SRI LANKA - 2019

Month	Date	Day	Event
January	15	Tuesday	Tamil Thai Pongal Day
February	04	Monday	National Day
April	12	Friday	In lieu of Sinhala & Tamil New Year
April	15	Monday	Day following Sinhala & Tamil New Year
April	19	Friday	Good Friday
May	20	Monday	In lieu of Vesak Full Moon Poya Day
June	05	Wednesday	Id-Ul-Fitr (Ramazan Festival Day)
August	12	Monday	Id-Ul-Alha (Hadji Festival Day)
October	28	Monday	In lieu of Deepavali Festival Day
December	25	Wednesday	Christmas Day