



REQUEST FOR QUOTATION (RFQ) (Goods)

NAME & ADDRESS OF FIRM	DATE: September 22, 2019
	REFERENCE: UNDP/SOM/RFQ/024/2019 LTA for Stationery and office supplies– Mogadishu

Dear Sir / Madam:

We are kindly request you to submit your quotations for Long-term Stationery and Office Supplies- Mogadishu, as detailed in Annex 1 of this RFQ, when preparing your quotations, please be guided by the e-tendering guide attached in the email, **The deadline for Submission of this bid is on Sunday 7th Oct, , 2019 07:00 P.M (New York Time).**

Focal Person: *procurement.so@undp.org*

Documents uploaded in the system as part of your quotation 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 is submitted on or before the deadline indicated by UNDP in the e-Tendering system. Bids must be submitted in the online e-Tendering system in the following link: <https://etendering.partneragencies.org>. using your username and password. If you have no registered in the system before, you can register now by logging in using.

Username: event.guest

Password: why2change

And follow the registration steps as specified in the system user guide

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

Delivery Terms [INCOTERMS 2010]	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input checked="" type="checkbox"/> DAP <input type="checkbox"/> Other	
Customs clearance ¹ , 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)	UNDP Somalia Country Office; Airport Road, Mogadishu, Somalia;	
UNDP Preferred Freight Forwarder, if any	N/A	
Distribution of shipping documents (<i>if using freight forwarder</i>)	N/A	
Latest Expected Delivery Date and Time (<i>if delivery time exceeds this, quote may be rejected by UNDP</i>)	<input checked="" type="checkbox"/> 14 days from the issuance of the Purchase Order (PO) <input type="checkbox"/> As per Delivery Schedule	
Delivery Schedule	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required	
Packing Requirements	<input checked="" type="checkbox"/> Items to be packed as per manufacturer recommendation	
Mode of Transport	<input type="checkbox"/> AIR	<input checked="" type="checkbox"/> LAND
	<input type="checkbox"/> SEA	<input type="checkbox"/> OTHER
Preferred Currency of Quotation ²	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency:	
Value Added Tax on Price Quotation ³	<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	N/A	
Deadline for the Submission of Quotation	<i>Monday, October 07, 2019 and 7:00 PM New York Time</i>	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English	

Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> 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 checked="" type="checkbox"/> Latest Business Registration Certificate; <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 checked="" type="checkbox"/> Audited Financial documents for the past 3 years (2016, 2017 & 2018) <input checked="" type="checkbox"/> Others Please provide details on the number of women employed in the company and in what capacity.
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 90 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
Payment Terms ⁴	<input checked="" type="checkbox"/> Within 30 days upon invoice and Payment Certification
Liquidated Damages	N/A
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Earliest Delivery / Shortest Lead Time <input checked="" type="checkbox"/> Latest Business Registration Certificate; <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 checked="" type="checkbox"/> Audited Financial documents for the past 3 years (2016, 2017 & 2018)
UNDP will award to:	<input checked="" type="checkbox"/> One or more Supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order

	<input checked="" type="checkbox"/> Long-Term Agreement for 3 years and renewable up to minimum of 2 years subject to satisfactory performance
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 21 days
Conditions for Release of Payment	<input checked="" type="checkbox"/> Approved payment certification <input checked="" type="checkbox"/> Accepted Goods Received Note
Annexes to this RFQ	<input checked="" type="checkbox"/> Specifications of the Goods Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only)	<i>procurement.so@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.

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

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

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Benard Cheruiyot Korir
Head of Procurement OIC
22nd Sep 2019

Technical Specifications

ALL CONTAINERS FOR TONERS MUST BE ORIGINAL AND FULLY SEALED FROM THE MANUFACTURER
NO RE-FILLS PERMITTED.

	Description of Goods	Unit of Measure	Quantity	
1.	Photocopy Paper- Recycled Paper PCF (Processed Chlorine Free).	Size: International A4 Ream of 500	100	
2.	Embossed Papers - recycled paper per ream	Ream	5	
3.	Writing Pads A4 Size Spiral Bound (80gsm Clear White Non-Blotting Paper) - recycled paper	Pack of 25pcs	10	
4.	A5 Notebooks	Pack of 25pcs	5	
5.	Brown Khaki Envelopes C5 Size - PCS-recycled paper	Pack of 25pcs	5	
6.	Brown Khaki Envelopes A4 Size - PCS-recycled paper	Pack of 25pcs	5	
7.	Masking Tape 3" Rolls - Water Soluble Adhesive (Derived from Vegetable Gum and Therefore Non-Toxic) And Where Possible Be Paper Or Cellulose Based To Create A Biodegradable Product.	Rolls	20	
8.	Flip chart stand	Piece	3	
9.	Flip Chart Pads – Rolls- Recycled Paper	Pads	10	
10	Stick Notes – Small – Assorted Colors (Recycled Paper Preferred)	Pads	20	
11	Stick Notes – Medium – Assorted Colors (Recycled Paper Preferred)	Pads	20	
12	Stick Notes – Large – Assorted Colors (Recycled Paper Preferred)	Pads	20	
13	Seal Stickers (Red) - (Recycled Paper Preferred)	Pads	20	
14	Urgent Stickers – Size 1.5”(Red) - (Recycled Paper Preferred)	Pads	20	
15	Sign Here Sticker -Assorted Colors (Recycled Paper Preferred)	Pads	20	
	Files & Filing Accessories			

16	Box Files-Large PVC Black in color 3" "The Office"	Piece	100	
17	Box Files - Medium PVC Black in color 2" "The Office" (PCS)	Piece	25	
18	Box Files- Small PVC Black In Color 1 1/2" "The Office" (PCS)	Piece	25	
19	2 Ring Binder Files (Bantex) With Clip – Blue/Black In Colour (PCS)	Piece	25	
20	3 Ring Binder Files (Bantex) With Clip – Blue In Colour (PCS)	Piece	25	
21	File Dividers (PVC)	Set of 10 pkts; @pkt consists 10 pcs	5	
22	Magazine Holders 2" Blue in color	Piece	5	
23	In/Out Plastic Trays (2 Tier)- Blue/Black/Grey	Set	50	
24	Plastic Files Leitz 4191 (Blue & Black)	Piece	50	
25	Signature Folders "Elba 41403" Blue and Black only	Piece	20	
26	L -Shaped Clear Folders	Piece	35	
27	Plastic Clip Boards	Piece	15	
	Pens			
28	Highlighters - Blue (Staedtler Original or Topstar Only)	Packet of 10pcs	5	
29	Highlighters - Yellow (Stabilo Original or Topstar Only)	Packet of 10pcs	5	
30	Highlighters - Green (Stabilo Original or Topstar Only)	Packet of 10pcs	5	
31	Highlighters - Pink (Stabilo Original or Topstar Only)	Packet of 10pcs	5	
32	Uni- Ball Biro Pens "Fine" Blue	Packet of 12pcs	5	
33	Artline Biro Pens "Blue"	Packet of 12pcs	5	
34	Bic Biro Pens (Blue, Black & Red) - Pc	Packet of 50pcs	5	
35	Gel Pens (assorted colors; red, blue, black)	Packet of 12pcs	5	
36	White Board Marker Pens (Blue, Black, Red & Green)	Packet of 12pcs	5	
37	Permanent Marker Pens (Blue, Black, Red & Green)	Packet of 12pcs	5	
38	Staedtler Pencils (HB 110)	Packet of 12pcs	5	
39	Pen Holders (Plastic) sky blue in color	Piece	20	
40	Pencil Sharpeners - Desktop	Piece	10	
	Staplers, Clips & Thumbtacks			

41	Staplers – Large “Kangaroo”	Piece	5	
42	Staplers –Small “Kangaroo HD-45S	Piece	20	
43	Giant Staplers “Rexel”	Piece	10	
44	Paper Clips (Small) – Size 28mm	Packet of 100pcs	5	
45	Paper Clips (Small) – Size 33mm	Packet of 100pcs	5	
46	Paper Clips (Medium)- Size 50mm	Packet of 100pcs	5	
47	Paper Clips (Extra Large) – Size 77mm	Packet of 50pcs	5	
48	Magnetic pins for whiteboard	Piece	100	
49	Thumb Pins (Mixed Colors) For Notice Boards	Packet of 25pcs	10	
50	Paper Punch- Kangaroo- Size DP-520	Piece	15	
51	Giant Paper Punch	Piece	30	
52	Staple Removers	Piece	30	
53	Staple Pins - Kangaroo 24/6-5m	Pack of 5000staples	1	
	Others			
54	Name Badges (Plastic PVC)	Piece	100	
55	Stamp Pads (Blue, Green & Purple)	Piece	20	
56	White board	Piece	10	
57	White Board Erasers - PCS	Piece	10	
58	White Out “Bic” (Bottles) - Water based not solvent based	Piece	10	
59	Energizer Batteries – Sizes AA,		50	
60	Energizer Batteries – Sizes AAA	Pairs	100	
61	Laminating Papers	Piece	50	
62	Pritt Stick Glue	Piece	15	
63	Clear Cello Tape	Piece	20	
64	Packing Tapes	Piece	30	
65	Scissors	Piece	15	
66	Flip Chart Stand	Piece	3	
67	Rubber Band	Piece	50	
68	Calculator	Piece	10	
69	Extension Cables	Piece	25	
70	Dust Bin	Piece	50	
71	Binder Clips Large	Piece	50	
72	Binder Clips Medium	Piece	100	
	Printer Cartridges	Piece		
73	Konica bizhub 363- TN414- Black	Piece	5	
74	HP Color LaserJet MFP M277dw- CE400A	Piece	5	
75	CE401A, CE402A, CE403A	Piece	5	

76	HP LaserJet CP5520- CE270A CE271A, CE273A, CE272A	Piece	4	
77	Konica bizhub 367- TN323	Piece	5	
78	HP Laser Jet Pro 200	Piece	4	
79	HP LaserJet Enterprise 700 Color MFP M725 14A CF214A	Piece	4	
80	HP LaserJet Pro MFP M225dn 26A CF226A	Piece	5	
81	HP LaserJet Pro MFP M521dn 55A CE255A	Piece	5	
82	HP LaserJet Pro MFP M426dw CF226A	Piece	5	
83	Konica Minolta (227) Toner Type: TN323	Piece	5	
84	MFPMM277N Printer	Piece	15	
85	Laser Toner Cartridge CE278A/CRG128/328/728	Piece	15	
86	Laser Jet Pro MPF M 125a	Piece	10	
87	Business Card Printing	Piece	1	
88	Banner printing (1M X2M) Full Colour	Piece	30	
89	Printing Booklets -Full Colour	30-50 pages	EA	
90	Printing Booklets -Black and White	30-50 pages	EA	

[Enter name of authorized staff]
[Designation]
[Click here to enter a date]

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION

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

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. **UNDP/SOM/RFQ/024/2019** Stationery and office supplies– Mogadishu

TABLE 1 : Offer to Supply Stationery and office supplies:

	Description of Goods	Unit of Measure	Qty	Unit Price (USD)	Total Price (USD)
1	Photocopy Paper- Recycled Paper PCF (Processed Chlorine Free).	Size: International A4 Ream of 500	1		
2	Embossed Papers - recycled paper per ream	Ream	1		
3	Writing Pads A4 Size Spiral Bound (80gsm Clear White Non-Blotting Paper) - recycled paper	Pack of 25pcs	1		
4	A5 Notebooks	Pack of 25pcs	1		
5	Brown Khaki Envelopes C5 Size - PCS-recycled paper	Pack of 25pcs	1		
6	Brown Khaki Envelopes A4 Size - PCS-recycled paper	Pack of 25pcs	1		
7	Masking Tape 3" Rolls - Water Soluble Adhesive (Derived from Vegetable Gum And Therefore Non-Toxic) And Where Possible Be Paper Or Cellulose Based To Create A Biodegradable Product.	Rolls	1		
8	Flip chart stand	Pads	1		
9	Flip Chart Pads – Rolls- Recycled Paper	Pads	1		
10	Stick Notes – Small – Assorted Colors (Recycled Paper Preferred)	Pads	1		
11	Stick Notes – Medium – Assorted Colors (Recycled Paper Preferred)	Pads	1		
12	Stick Notes – Large – Assorted Colors (Recycled Paper Preferred)	Pads	1		
13	Seal Stickers (Red) - (Recycled Paper Preferred)	Pads	1		
14	Urgent Stickers – Size 1.5”(Red) - (Recycled Paper Preferred)	Pads	1		

15	Sign Here Sticker -Assorted Colors (Recycled Paper Preferred)	Pads	1		
	Files & Filing Accessories				
16	Box Files-Large PVC Black in color 3" "The Office"	Piece	1		
17	Box Files - Medium PVC Black in color 2" "The Office" (PCS)	Piece	1		
18	Box Files- Small PVC Black In Color 1 1/2" "The Office" (PCS)	Piece	1		
19	2 Ring Binder Files (Bantex) With Clip – Blue/Black In Colour (PCS)	Piece	1		
20	3 Ring Binder Files (Bantex) With Clip – Blue In Colour (PCS)	Piece	1		
21	File Dividers (PVC)	Set of 10 pkts; @pkt consists 10 pcs	1		
22	Magazine Holders 2" Blue in color	Piece	1		
23	In/Out Plastic Trays (2 Tier)- Blue/Black/Grey	Set	1		
24	Plastic Files Leitz 4191 (Blue & Black)	Piece	1		
25	Signature Folders "Elba 41403" Blue and Black only	Piece	1		
26	L -Shaped Clear Folders	Piece	1		
27	Plastic Clip Boards	Piece	1		
	Pens				
28	Highlighters - Blue (Staedtler Original or Topstar Only)	Packet of 10pcs	1		
29	Highlighters - Yellow (Stabilo Original or Topstar Only)	Packet of 10pcs	1		
30	Highlighters - Green (Stabilo Original or Topstar Only)	Packet of 10pcs	1		
31	Highlighters - Pink (Stabilo Original or Topstar Only)	Packet of 10pcs	1		
32	Uni- Ball Biro Pens "Fine" Blue	Packet of 12pcs	1		
33	Artline Biro Pens "Blue"	Packet of 12pcs	1		
34	Bic Biro Pens (Blue, Black & Red) - Pc	Packet of 50pcs	1		
35	Gel Pens (assorted colors; red, blue, black)	Packet of 12pcs	1		
36	White Board Marker Pens (Blue, Black, Red & Green)	Packet of 12pcs	1		
37	Permanent Marker Pens (Blue, Black, Red & Green)	Packet of 12pcs	1		
38	Staedtler Pencils (HB 110)	Packet of 12pcs	1		
39	Pen Holders (Plastic) sky blue in color	Piece	1		
40	Pencil Sharpeners - Desktop	Piece	1		
	Staplers, Clips & Thumbtacks				
41	Staplers – Large "Kangaroo"	Piece	1		
42	Staplers –Small "Kangaroo HD-45S	Piece	1		
43	Giant Staplers "Rexel"	Piece	1		

44	Paper Clips (Small) – Size 28mm	Packet of 100pcs	1		
45	Paper Clips (Small) – Size 33mm	Packet of 100pcs	1		
46	Paper Clips (Medium)- Size 50mm	Packet of 100pcs	1		
47	Paper Clips (Extra Large) – Size 77mm	Packet of 100pcs	1		
48	Magnetic pins for whiteboard				
49	Thumb Pins (Mixed Colours) For Notice Boards	Packet of 25pcs	1		
50	Paper Punch- Kangaroo- Size DP-520	Piece	1		
51	Giant Paper Punch	Piece	1		
52	Staple Removers	Piece	1		
53	Staple Pins - Kangaroo 24/6-5m	Pack of 5000staples	1		
	Others				
54	Name Badges (Plastic PVC)	Piece	1		
55	Stamp Pads (Blue, Green & Purple)	Piece	1		
56	White Board Erasers - PCS	Piece	1		
57	White Out “Bic” (Bottles) - Water based not solvent based	Piece	1		
58	Energizer Batteries – Sizes AA, AAA	Pairs	1		
59	Energizer Batteries – AAA				
60	Laminating Papers	Piece	1		
61	Pritt Stick Glue	Piece	1		
62	Clear Cello Tape	Piece	1		
63	Packing Tapes	Piece	1		
64	Scissors	Piece	1		
65	Flip Chart Stand	Piece	1		
66	Rubber Band	Piece	1		
67	Calculator	Piece	1		
68	Extension Cables	Piece	1		
69	Dust Bin	Piece	1		
70	Binder Clips Large	Piece	1		
71	Binder Clips Medium	Piece	1		
	Printer Cartridges				
72	Konica bizhub 363- TN414- Black	Piece	1		
73	HP Color LaserJet MFP M277dw- CE400A	Piece	1		
74	CE401A, CE402A, CE403A	Piece	1		
75	HP LaserJet CP5520- CE270A CE271A, CE273A, CE272A	Piece	1		
76	Konica bizhub 367- TN323	Piece	1		
78	HP Laser Jet Pro 200	Piece	1		
79	HP LaserJet Enterprise 700 Color MFP M725 14A CF214A	Piece	1		
80	HP LaserJet Pro MFP M225dn 26A CF226A	Piece	1		
81	HP LaserJet Pro MFP M521dn 55A CE255A	Piece	1		
82	HP LaserJet Pro MFP M426dw CF226A	Piece	1		
83	Konica Minolta (227) Toner Type: TN323	Piece	1		
84	MFPMM277N Printer	Piece	1		

85	Laser Toner Cartridge CE278A/CRG128/328/728	Piece	1		
86	MFPMM277N Printer	Piece	1		
87	Business Card Printing	Piece	1		
88	Banner printing (1M X2M) Full Colour	Piece	30		
89	Printing Booklets -Full Colour	30-50 pages	EA		
90	Printing Booklets -Black and White	30-50 pages	EA		

TABLE 2: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Scheduled Delivery Dates: Please indicate your lead-time here			
Validity of Quotation			
Compliance with ALL the requirements in the specification (attach proof where required)			
All Provisions of the UNDP General Terms and Conditions			

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

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

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

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

2. PAYMENT

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

3. TAX EXEMPTION

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

4. RISK OF LOSS

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

5. EXPORT LICENCES

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

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes

expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

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

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

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

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

10. LATE DELIVERY

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

11. ASSIGNMENT AND INSOLVENCY

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

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. CHILD LABOUR

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

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

15. MINES

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

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

16. SETTLEMENT OF DISPUTES

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

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

17. PRIVILEGES AND IMMUNITIES

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

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods,

services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

- 18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

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

20. AUTHORITY TO MODIFY:

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