



REQUEST FOR QUOTATION (RFQ) (Goods and services)

Qualified Ugandan Companies	DATE: 3 rd September 2014
	REFERENCE: RFQ _Printing and Photocopying Services

Dear Sir / Madam:

We kindly request you to submit your quotation for a Printing and Photocopying Services, 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 16th September, 2014, by COB and via hand delivery or email to the addresses below:

United Nations Development Programme

Plot 11 Yusuf Lule Road

Attention: Registry

Or

Via email to: justine.naiga-bagonza@undp.org and copy diana.nabbanja@undp.org .

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 good/s:

Exact Address of Delivery Location	Kampala
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	<input checked="" type="checkbox"/> 3 weeks from the issuance of Purchase Order and; <input checked="" type="checkbox"/> As per Delivery Schedule attached.
Preferred Currency of Quotation	Local Currency : Uganda Shillings (UGX)
Value Added Tax on Price Quotation	VAT Inclusive but should be specified separately where applicable
Deadline for the Submission of Quotation	16 th September, 2014 by COB
All documentations, including catalogs, instructions and operating manuals, shall be in this language	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;
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	100% upon complete delivery of goods
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ¹ <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation if delivery is delayed by more than 14 days
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements

¹UNDP 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.

Annexes to this RFQ	<p>X Specifications of the Goods Required (Annex 1)</p> <p>X Form for Submission of Quotation (Annex 2)</p> <p>X General Terms and Conditions / Special Conditions (Annex 3).</p> <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</p>
Contact Person for Inquiries (Written inquiries only) ²	<p>Justine.naiga-bagonza@undp.org and diana.nabbanja@undp.org</p> <p>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.</p>

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.

²This 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.

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,

Thomas Ole-Kuyan
Deputy Country Director (Operations)
UNDP Uganda

Annex 1 – Technical Requirements

OBJECTIVE:

The objective is to provide printing, scanning and photocopying services so as to reduce operating costs, reduce wastages, track the usage, control the workflow and improve on the productivity and efficiency of the organization.

SPECIFIC TASKS:

- Installation of the equipment: Provide brand new printing, scanning and photocopying equipment (Multifunctional Devices). Multifunctional devices should be able to print, copy (black & White) and scan in color, have Auto Duplex and automatic document feeder, have secure and mobile printing functionality.
- Supply toners, cartridges, drum units, fixing units, maintenance kits, and all spares for all installed equipment whenever required. Paper reams are excluded, however the Service Provider shall advise UNDP on the quality and standard of paper reams to be purchased and used in the equipment.
- Provide necessary training to ICT staff regarding use of the availed printing/scanning and photocopying equipment.
- Maintain the installed equipment in excellent working condition. The client expects that all machines will remain fully functional during their service life.
- Provide a stand by equipment of medium or equal capacity in the case of non-restoration of a technical failure of existing equipment within 24 hours from its reported time. The equipment should be availed in case of prolonged service outage.
- Provider to give the associated (value added; software) solutions to improve the productivity of UNDP and create significant savings through this managed printing services. The software should be able to provide reports on daily, weekly and monthly usage of printing, scanning and photocopying per user.
- The software should allow the use of codes, finger prints and proximity or magnetic cards.
- The client shall on a fixed monthly basis be invoiced for the services provided.
- Supplier to define an Escalation Matrix for service order login and scheduling system.
- Details of technical capability with information about qualified service engineers, their experience and competence.
- At a minimum of once a quarter service engineers to be at site to perform all schedule/preventive maintenance services with minimum interruptions to UNDP's operations.
- Supplier to define an emergency service order procedures and details of their proactive service delivery tools for toner run-outs and service outages.
- Provide quick response within two hours whenever there is a fault or breakdown.
- Supplier should provide adequate details of five similar projects (preferably UN Organizations) handled in the past three years and organize customer visits to them, if required.
- Any other additional information which may deem suitable to this proposal.
- A detailed quarterly analysis of costs per department/branch.

- Avail Voltage stabilizers for MFPs to protect against Power and Surge Protections

Management software should include following features:

- Able to be synchronized with Active Directory and pick all the users automatically while installation
- Should be able to read the counters from standalone printers (Desktop printers connected via USB port)
- Fully automated report generation – Every unit/department/agency should receive the monthly reports via Email that gives the clear break-up of every user of that unit/department/agency.
- Document Output Tracking – Devices, Users connected to devices, Departments
- Photocopy Tracking – Secure Photocopying using unique PIN codes, finger prints and proximity/magnetic tapes
- User-wise PIN codes, finger prints and proximity/magnetic tapes Administration
- Online and accurate counting of printed/copied pages
- Remote Account Management
- Personal Account Statement
- Summary, detailed and total activity reports by user, departments
- Personalized and standard templates for reports
- Budget allocation and Quota allocation to each user or each department

Archiving and workflow software with the following features:

Scan and organize

- Includes scan and optical character recognition (OCR) support for all types of scanners with built-in features to ensure the accuracy of scanned documents.

Document archive

- Includes the option of storing fully-indexed, bookmarked PDF files, independent of the originating software.
- Easily send a copy of any document from the system to any user using the integrated email with a complete control of data with the option to easily migrate data if we change vendors or if a user/partner leaves the organization.

Workflow

- Includes workflow for every process type which the agency can define/customize.
- Automates workflow by showing the status of a document or binder which informs the next-in-line a task was completed.
- Dashboard interface to provide seamless integration with other features of the software e.g. monitor due dates, route or reroute work, and oversee staff workload to identify issues before they occur.

Other features of Workflow

- All documents should be stored centrally on a server.
- The system should have no limit to number of images / documents stored and indexed
- The system should have no limit to image / document size.
- Retention policies should be implemented as per UN requirements in the system and the administrator is to be made aware of the documents which are ready for destruction when retention periods have been reached.

- Document security should be implemented down to per person, per document. Rights are to be allocated to each individual, which will either allow for or restrict access to:
 - Viewing, Editing
 - Check Out / Check In
 - Archive, Delete, Approve
 - Email
 - Add Reminders & Tasks
 - Update, and Process and Workflows
- The system should be capable to add documents be attached to process flows or workflows to ensure that all documents are routed on-line through the correct channels, attended to timeously and traceable to see exactly where the document is at any given time during the process.
- Users should be notified immediately of tasks that need attending to and emails should be automatically sent to notify other users of any modifications.
- Users should have an option to “Approve”, “Decline” or “Ask for more information” electronically, on-line. To ensure that the correct procedures are followed for documents.
- Electronic “approval” should replace signatures wherever identified by us.
- System should support 50 Concurrent users

NOTE:

- Secure printing and Follow-me printing options – Users should be able to collect their print outs from whichever equipment they want on entering the codes or swiping the card without necessarily specifying the printer location.
- Proposed equipment should be A3 Capability, Capable of duplex (Back to Back copying), with Automatic document feeder and pedestal. Printers provided shall be with duplex (Back to Back printing), Network printing capability, these equipment should be equipped with one time Licensed ID code management and Accounting software to get complete information on every user department wise for better control.
- Fully automated report generation – Every unit should receive the monthly reports via Email that gives the clear break-up of every user of that unit.
- This Long Term Agreement (LTA) is extendable to other UN agencies.
- The duration of the LTA is three (3) years.
- You will be required to provide the billing based on the following options:-

OPTION 1:-

- Fixed monthly rentals per device (Monthly Rentals should include Equipment, Software, Insurance, Maintenance, Servicing and support) with itemized fixed cost of each and every consumable.

OPTION 2:-

- Fixed monthly rentals per device (Monthly Rentals should include Equipment, Insurance, Maintenance, Servicing and support) with click charges on actual volume done. (This includes all the consumables except Papers).

Management Software Features: -**: Qty 01pc**

- One Time Licensed Software
- Online accounting of Direct print, delayed prints etc.
- User Import and Data Replication through LDAP/Active Directory.
- Secured Prints on all MFPs
- Job Release only through RFID/Magnetic Swipe card/PIN code
- Job Accounting and Budgeting with Cost.
- Software shall be able to manage, control, monitor, track, count, audit, restrict, log and report user printing
- Should be able to read the counters from standalone printers (Desktop printers connected via USB port)
- Software shall support all Std known brands (like HP, Xerox, Canon, Oki, Ricoh, Kyocera, Konica etc)
- Software shall be able to alert (SMS & Email) about Printer toner low, out of paper and Printer errors.
- Easy users / User Group / Printer Groups / Print Quotas /Print rules Management.
- Software should provide users with web interface to monitor their Print Usages.
- Should allow the administrator to change restrictions, add/delete users and carry out administrative tasks regarding printers connected to the network.
- Reduce wasted printing by 20 -50% by eliminating accidental, unnecessary or abusive printing.
- Software should be able to remotely be monitored and easily configured when errors arise
- Creating and Auto Emailing of Reports.
- Support of Printing from Various OS like Windows/Unix/Linux/SAP...
- RFID Card / Magnetic Card readers for all MFPS
- Secure printing and Follow-me printing options – Users should be able to collect their print outs from whichever equipment they want on entering the codes or swiping the card without necessary specifying the printer location

Archiving and workflow Software Features: -**: Qty 01pc**

- Includes scan and optical character recognition (OCR) support for all types of scanners with built-in features to ensure the accuracy of scanned documents.
- Includes the option of storing fully-indexed, bookmarked PDF files, independent of the originating software.
- Easily send a copy of any document from the system to any user using the integrated email with a complete control of data with the option to easily migrate data if we change vendors or if a user/partner leaves the organization.
- Includes workflow for every process type which the agency can define/customize.
- Automates workflow by showing the status of a document or binder which informs the next-in-line a task was completed.

- Dashboard interface to provide seamless integration with other features of the software e.g. monitor due dates, route or reroute work, and oversee staff workload to identify issues before they occur.
- All documents should be stored centrally on a server.
- The system should have no limit to number of images / documents stored and indexed
- The system should have no limit to image / document size.
- Retention policies should be implemented as per UN requirements in the system and the administrator is to be made aware of the documents which are ready for destruction when retentions periods have been reached.
- Document security should be implemented down to per person, per document. Rights are to be allocated to each individual, which will either allow for or restrict access to:
 - Viewing, Editing
 - Check Out / Check In
 - Archive, Delete, Approve
 - Email
 - Add Reminders & Tasks
 - Update, and Process and Workflows
- The system should be capable to add documents be attached to process flows or workflows to ensure that all documents are routed on-line through the correct channels, attended to timeously and traceable to see exactly where the document is at any given time during the process.
- Users should be notified immediately of tasks that need attending to and emails should be automatically sent to notify other users of any modifications.
- Users should have an option to "Approve", "Decline" or "Ask for more information" electronically, on-line. To ensures that the correct procedures are followed for documents.
- Electronic "approval" should replace signatures wherever identified by us.
- System should support 50 Concurrent users

Deliverables

- Brand New equipment for Photocopying, Printing service (Black & white) and scanning (color).
- Print/Photocopy Management with Accounting/Management software for controlling/monitoring the printing and photocopying
- Provide standalone color laser printers/scanner with duplex

1	Documents Establishing Eligibility and Qualifications	Compliance (Yes/No)
1.1	Valid and certified Certificate of Incorporation as a Company in Uganda or its equivalent if applicable	
1.2	Valid and Certified Tax Registration Certificate (indicating TIN	

		and VAT Number)	
	1.3	Valid Trading License	
	1.4	Full and accurate physical, postal, telephone and email address of the firm	
	1.5	<p>Track Record – list of clients for similar services as those required by UNDP</p> <ul style="list-style-type: none"> • Similar Order References (Agreement) from at least one UN Institution or other International Organizational setting in Uganda • Similar Order References from other local but sizeable and comparable organizations' (at least 2) 	
	1.6	Manufacturer's authorized distributor of equipment proposed (Provide copy of certificates)	
	1.7	Certified service staff for equipment proposed (Provide copies of Certificates)	
	1.8	Onetime Licensed Software for tracking Copies/Prints.	
	1.9	Five (5) years corporate or group experience in provision of similar outsourcing services preferably in Uganda	

MINIMUM HARDWARE AND SOFTWARE SPECIFICATIONS

No	Printer Type	Quantity	Indicate whether you comply (Yes/No)	Any Remarks
1A	A3 B/W MFP (Copy / Print / Scan) <ul style="list-style-type: none"> - Min 80 A4 ppm B/w and 40 A3 ppm - Dual Core Processor 800 MHz - Min 3GB RAM - 300GB Hard disk - Color Scanning - Document Processor - Duplex Printing Std - 2 x 500 Sheets Paper Input Capacity - 1 x 100 Sheets Bypass tray Capacity - USB (2.0) High Speed x 4 Nos. - Fast Ethernet 10/100/1000 Base T 	1		
1B	A3 B/W MFP (Copy / Print / Scan) <ul style="list-style-type: none"> - Min 30 A4 ppm B/w and 15 A3 ppm - Dual Core Processor 800 MHz - Min 2GB RAM - 160GB Hard disk - Color Scanning - Document Processor - Duplex Printing Std - 2 x 500 Sheets Paper Input Capacity - 1 x 100 Sheets Bypass tray Capacity - USB (2.0) High Speed x 4 Nos. - Fast Ethernet 10/100/1000 Base T 	14		
No	Printer Type	Quantity		
1C	A3 Color MFP (Copy / Print / Scan) <ul style="list-style-type: none"> - Min 30 A4 ppm Color and 15 A3 ppm Color - Dual Core Processor 800 MHz - Min 3 GB RAM - 160GB Hard disk - Color Scanning - Document Processor - Duplex Printing Std 	1		

	<ul style="list-style-type: none"> - 2 x 500 Sheets Paper Input Capacity - 1 x 100 Sheets Bypass tray Capacity - USB (2.0) High Speed x 4 Nos. - Fast Ethernet 10/100/1000 Base T 			
1D	A3 B/w MFP (Copy / Print / Scan) – Light Duty MFP <ul style="list-style-type: none"> - Min 25 A4 ppm B/w and 12 A3 ppm - PowerPC Processor 800 MHz - Min 1GB RAM - Color Scanning - Document Processor - Duplex Printing Std - 1 x 500 Sheets Paper Input Capacity - 1 x 100 Sheets Bypass tray Capacity - USB (2.0) High Speed x 4 Nos. - Fast Ethernet 10/100/1000 Base T - Copier Pedestal. 	2		
No	Printer Type	Quantity		
2A	A4 B/W MFP (Copy / Print / Scan) <ul style="list-style-type: none"> - Min 40 A4 ppm B/w - Processor 800 MHz - Min 1GB RAM - Color Scanning - Document Processor - Duplex Printing Std - 1 x 500 Sheets Paper Input Capacity - 1 x 100 Sheets Bypass tray Capacity - USB (2.0) High Speed x 1 No. - Fast Ethernet 10/100/1000 Base T 	2		
2B	A4 Color MFP (Copy / Print / Scan) <ul style="list-style-type: none"> - Min 26 A4 ppm Color - Processor 650 MHz - Min 1GB RAM - Color Scanning - Document Processor - Duplex Printing Standard 	3		

	<ul style="list-style-type: none"> - 1 x 250 Sheets Paper Input Capacity - 1 x 50 Sheets Bypass tray Capacity - USB (2.0) High Speed x 1 No. - Fast Ethernet 10/100/1000 Base T 			
3A	Management Software	1		
3B	Workflow System	1		

CONSUMIBLES*

NO	Printer Type	Indicate any Remarks
1	1A	
2	1B	
3	1C	
4	1D	
5	2A	
6	2B	

Note*: UNDP will not be bound to procure consumables from the any bidder.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION
(This Form must be submitted only using the Supplier's Official Letterhead/Stationery³)

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

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

No	Printer Type	Quantity	Unit cost	Total Cost
1A	A3 B/W MFP (Copy / Print / Scan)	1		
1B	A3 B/W MFP (Copy / Print / Scan)	14		
1C	A3 Color MFP (Copy / Print / Scan)	1		
1D	A3 B/w MFP (Copy / Print / Scan) – Light Duty MFP	2		
2A	A4 B/W MFP (Copy / Print / Scan)	2		
2B	A4 Color MFP (Copy / Print / Scan)	3		
3A	Management Software	1		
3B	Workflow System	1		
	Add applicable charges; e.g 18% VAT Or any other, insert more rows			
	Grand Total			

CONSUMABLES (Should be inclusive of any applicable charges and these must be stated accordingly)*

NO	Printer Type	Quantity	Unit Cost
1	1A	1	
2	1B	1	
3	1C	1	
4	1D	1	
5	2A	1	
6	2B	1	

Note*: UNDP will not be bound to procure consumables from the any bidder.

³ 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 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.