



**REQUEST FOR QUOTATION (RFQ)**  
**(UNDP/RFQ/26/2015: Supply, Delivery and Installation of Call Accounting System for UNDP Nepal Office)**

NAME & ADDRESS OF FIRM	DATE: May 19, 2015
	REFERENCE: UNDP/RFQ/26/2015

Dear Sir / Madam:

We kindly request you to submit your quotation for **Supply, Delivery, Installation, Testing and Commissioning of Call Accounting System**, 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 **June 5, 2015** and via (choose appropriate box), ☒ ***courier mail*** or below:

**United Nations Development Programme**  
**UNDP/RFQ/26/2015**  
United Nation House  
Pulchowk, Lalitpur, Nepal  
UNDP Registry  
Tel: 5523200 and Fax: 5523991; 5523986,

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

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

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input checked="" type="checkbox"/> Other (NPR including VAT and all other applicable taxes) <input type="checkbox"/> Other [pls. specify]	
Exact Address/es of Delivery Location/s (identify all, if multiple)	UN House, Pulchowk	
UNDP Preferred Freight Forwarder, if any	N/A	
Distribution of shipping documents (if using freight forwarder)	N/A	
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	Within 8-10 weeks after the issuance of the purchase order	
Delivery Schedule	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required	
Packing Requirements	N/A	
Mode of Transport	<input type="checkbox"/> AIR <input type="checkbox"/> SEA	<input type="checkbox"/> LAND <input type="checkbox"/> OTHER [pls. specify]
Preferred Currency of Quotation	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency : NPR	
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes	
After-delivery requirement	<input checked="" type="checkbox"/> Warranty on parts and labor for minimum period of one year <input checked="" type="checkbox"/> Technical support and annual maintenance contract <input checked="" type="checkbox"/> Provision of service unit when pulled out for maintenance/repair	
Deadline for the Submission of Quotation	COB, Friday, June 05, 2015 and 1700hrs	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others [pls. specify, including dialects, if needed]	
Mandatory Documents to be submitted <sup>1</sup> (Bids without	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;	

<sup>1</sup>First 2 items in this list are mandatory for the supply of imported goods

these documents will lead to disqualification)	<input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Latest Internal Revenue Certificate/Tax Clearance; <input checked="" type="checkbox"/> Proof of minimum 2 similar contract (system) handled last five years; <input checked="" type="checkbox"/> Company Profile <input checked="" type="checkbox"/> List of Clients <input checked="" type="checkbox"/> Brochures and Technical Specifications; <input checked="" type="checkbox"/> manufacturer's authorization of the company as a sales agent (If supplier is not the manufacturer) - if applicable <input checked="" type="checkbox"/> Written self-declaration of not being included in the UN Security Council 1267/1989 list; UN Procurement Division list or other UN ineligibility list <input type="checkbox"/> Others <i>[pls. specify as many as required]</i>
Period of Validity of Quotes starting the Submission Date	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days  In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery and Installation of the System <input type="checkbox"/> Others <i>[pls. specify]</i>
Liquidated Damages	<input checked="" type="checkbox"/> will be imposed under following condition Delay in delivery would be 0.5 % of contract value for every day of delay up to a maximum duration of 10 days. Thereafter, the contract may be terminated by UNDP without notice.
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 type="checkbox"/> Earliest Delivery / Shortest Lead Time <input type="checkbox"/> Others <i>[pls. specify]</i>
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier <input type="checkbox"/> One or more Supplier, depending on the following factors: <i>[Clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Suppliers]</i>
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input type="checkbox"/> Long-Term Agreement

	<input type="checkbox"/> Other Type/s of Contract <i>[pls. specify]</i>
Special conditions of Contract	<input type="checkbox"/> <input type="checkbox"/> Others <i>[pls. specify]</i>
Conditions for Release of Payment	<input checked="" type="checkbox"/> <b>Written Acceptance of Goods based on full compliance with RFQ requirements by the UNDP Common Services.</b>
Annexes to this RFQ	<input checked="" type="checkbox"/> <b>Specifications of the Goods Required (Annex 1)</b> <input checked="" type="checkbox"/> <b>Form for Submission of Quotation (Annex 2)</b> <input checked="" type="checkbox"/> <b>General Terms and Conditions / Special Conditions (Annex 3).</b> <input type="checkbox"/> Others <i>[pls. specify, if any]</i>  Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only)	Umesh Gurung <a href="mailto:registry.np@undp.org">registry.np@undp.org</a> 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.

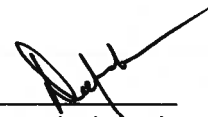
Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about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

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,



Deepak Shrestha  
Procurement Analyst  
May 19, 2015

## CALL ACCOUNTING SYSTEM SPECIFICATION

for

The UN House, Kathmandu.

## SECTION A: GENERAL SPECIFICATIONS

S.N.	Descriptions	Compliance (indicate Yes or No)	Remarks	Reference Document in Proposal (pls indicate Page No.)
1	INTRODUCTION			
	<p>The United Nations office (UN House) in Kathmandu has installed EPABX System SIEMENS HiPath 4000 IP. The UN Office intends to purchase a new Call Accounting System (CAS) to replace the existing TeleCount for use with the new SIEMENS IP PABX system.</p> <p>The CAS shall be used for processing Call Detailed Reports (CDRs) and producing reports for Incoming/Outgoing calls made through stations and various trunks (CO, tie-line etc.) for call accounting and statistical purposes.</p> <p>The purpose of this document is to define the standards, features, facilities and services for procurement, installation and commissioning of Call Accounting System in order to meet the UN's requirement and to ensure its smooth operation throughout its service life.</p>			
2	SCOPE OF WORKS			
2.1	Supply, delivery, installation and commissioning of new Call Accounting System (CAS) with associated PC, software and accessories/installation materials as required.			
2.2	Interface, Integrate and Configure new CAS with IP PABX (SIEMENS HiPath 4000)			
2.3	Cut Over of existing CAS system and Commissioning of new CAS for regular operation.			
2.4	Training of UN staff for Basic Administration and operation of supplied CAS.			
2.5	Provide warranty services.			
2.6	Maintenance and support after warranty.			
3	INSPECTION OF WORKS			

S.N.	Descriptions	Compliance (Indicate Yes or No)	Remarks	Reference Document in Proposal (pls indicate Page No )
3.1	The installation of software, testing, training of staffs, supplied documents etc. shall be closely monitored and followed by the representatives appointed by UN and UN staff. Suppliers shall assist and co-operate with the Representatives throughout the project implementation.			
4	BIDDER'S QUALIFICATION			
4.1	Bidder shall be an Authorized Dealer for the offered Call Accounting System in Nepal. The bidder shall be authorized to bid, supply, install, support and maintain on behalf of the principal company of the offered system.			
4.2	Bidder shall submit sufficient evidence in the form of certificate or documents to confirm this requirement.			
4.3	The proposed CAS system shall be compatible for Siemens Hi Path 4000			
5	SPECIAL CONDITION			
5.1	All the features and facilities which are not mentioned in these specifications but are standard in the offered systems shall be available to UN without any conditions.			
5.2	All the features and facilities which are in use in the current CAS shall be essentially available in the new CAS as well. The bidder shall do comprehensive study of the existing systems prior to bidding if necessary.			
5.3	If any items are missed out in the BOQ but is required to make the features/facility in the specification functional in complete, such items shall be included in the bid. If the bidder fails to include in the bid, such Hardware/Software, accessories, installation materials, services etc. shall be provided without any additional cost to UN.			



# SECTION B: TECHNICAL SPECIFICATIONS

S.N.	Descriptions	Compliance (indicate Yes or No)	Remark	Reference Document in Proposal (pls indicate Page No )
<b>1</b>	<b>General</b>			
1.1	The CAS shall be web based so that administrators and users may access it from any station in the LAN/WAN by pointing their browser to the IP of the Billing Server.			
1.2	The CAS shall be equipped and active for at least 1000 users (stations/trunks) and shall be expandable up to 2000 users by upgrade of user license.			
1.3	The Call Accounting System will not be part of existing UN agencies system			
1.4	The offered CAS shall be tested for operation with SIEMENS HiPath 4000 IP PABX.			
<b>2</b>	<b>Interface with PABX</b>			
2.1	The Billing System shall have multiple connectivity through Serial (RS-232), USB or Fast Ethernet to interface with PABX for collection of CDRs in Real Time basis.			
2.2	When IP is used, the CAS collection module will support the protocols such as ODBC, FTP, Reliable Session Protocol (RSP) and Syslog for collection of CDRs from the PABX.			
2.3	In addition to on-line CDR collection, it shall also be possible to import CDRs from off-line media such as CDs, DVDs, Thumb drives etc.			
2.4	The CAS shall have the provision to interface with more than one PABX or Switching Servers at the same time.			
<b>3</b>	<b>Rating</b>			
3.1	The imported CDRs shall be rated in Near Real-Time basis with frequency of less than 5 minutes and all successfully rated CDRs shall be imported in a database system.			

S.N.	Descriptions	Compliance (Indicate Yes or No)	Remark	Reference Document in Proposal (pls indicate Page No )
3.2	It shall be possible to rate the calls by Time, Day, Duration, Dialed number and Meter pulse.			
3.3	The Rating frequency shall be configurable to initiate the rating either based on time or size of the file.			
3.4	The imported and rated CDRs shall be automatically archived and stored for later use if necessary. It shall be possible to configure the schedule of archiving to be on regular basis or by operator only.			
3.5	Should any errors occur during the importation or Rating of CDRs, detailed error report shall be generated for troubleshooting the cause of error.			
3.6	The Rated Call Records in database shall be archived on regular basis as well for future use when required. It shall be possible to schedule the archiving or initiate manually by the operator.			
3.7	It shall be possible to re-rate the calls for a range of date and time as specified by the operator.			
3.8	The system shall have the provision to avoid duplication of call records.			
3.9	It shall be possible to configure error condition based on short duration or long duration calls as specified.			
3.10	It shall have the provision to configure whether to ignore or include calls shorter than or longer than specified duration of calls.			
<b>4</b>	<b>Tariff</b>			
4.1	The system shall offer maximum flexibility to configure the Tariff similar to that of service providers like Nepal Telecom, NCell etc. but this provision should not be for less than 10 operators.			

S.N.	Descriptions	Compliance (indicate Yes or No)	Remark	Reference Document in Proposal (pls indicate Page No )
4.2	It shall be possible to configure Basic Rates, Markups, Tax (like TSC) and VAT individually for specific type of calls.			
4.3	In the UN, all official calls are tax free whereas all personal calls are taxable as per the government's tax regulation. Such calls shall be distinguished and differentiated by the use of different Authorization Codes. The billing system shall be configurable to apply tax rules as per the requirement of UN.			
4.4	It shall be possible to apply different rates based on origin, authorization code, tenant number etc.			
4.5	The system shall support International Tariff and Currency.			
4.6	The system shall offer simple user friendly interfaces to change the call rates and taxes as and when required by the UN staff.			
4.7	The system shall have the provision to update the tariff in bulk through direct import of files in Excel or Text formats.			
<b>5</b>	<b>Reports</b>			
5.1	Based on the rated call records, it shall be possible to produce at least but not limited to following types of reports.			
5.1.1	Detailed and Summary report based on single, range or all Authorization codes			
5.1.2	Detailed and Summary report based on single, range or all Station numbers.			
5.1.2	Detailed and Summary report based on trunk numbers (CO & Tie-line).			
5.1.3	Statistical reports of stations and trunks in order to verify and determine the performance and planning purpose.			
5.2	Besides the standard reports, it shall also be possible to define custom reports as per the requirement of UN.			

S.N.	Descriptions	Compliance (Indicate Yes or No)	Remark	Reference Document in Proposal (pls indicate Page No )
5.3	The user reports shall be accessible for viewing by any user with authority within the LAN/WAN.			
5.4	The system shall also have the provision to distribute user reports via emails pre-configured in the CAS. An internet connection shall be made available for the purpose.			
5.5	When generating reports, it shall be possible to apply filters to generate reports meeting certain conditions as specified in the filter.			
5.6	The filters shall be user defined and it shall be possible to save for reuse or delete it if not required.			
6	<b>System Management</b>			
6.1	The access to the CAS front end and back end shall be restricted by User Id and Password of different levels.			
6.2	The CAS shall be accessible from anywhere in the LAN/WAN by use of standard web browsers.			
6.3	The user with proper authority will have backend access to all the tables in the database for viewing or maintenance purpose.			
6.4	The CAS will be integrated with UN House LAN/WAN for management and access from UN Agencies within UN House. Necessary solution for integration shall be done by the supplier of CAS.			
6.5	CAS should have feature to generate configuration and export files.			
7	<b>Third Party Items</b>			
7.1	The bidder shall include all the necessary third party Hardware and Software such as PC (of required configuration), Operating Systems, DBMS, Web Servers, Anti-virus etc.			

S.N.	Descriptions	Compliance (indicate Yes or No)	Remark	Reference Document in Proposal (pls indicate Page No )
<b>8 Software License</b>				
8.1	All the supplied software under this bid shall be licensed to the UN House, Kathmandu, Nepal for unrestricted use throughout the lifetime of their use.			
<b>9 Training</b>				
9.1	The supplier shall conduct an on-site training for 2 to 4 UN staff before the cut over of the system. All the necessary training materials shall be made available to the trainees individually by the supplier.			
9.2	<p>The training course shall cover at least the following topics;</p> <ul style="list-style-type: none"><li>a) System overview of the Call Accounting System</li><li>b) Overview of all the software modules installed and related with CAS.</li><li>c) Operation and maintenance procedures of CAS</li><li>d) Administration of Tariffs and codes. Updating of tariff individually and in bulk.</li><li>e) Creation and management of Filters.</li><li>f) Detail procedures to produce all kinds of reports.</li><li>g) Creating custom reports and customizing existing reports.</li><li>h) Backup and restoration procedure</li></ul> <p>Verification of reports produced by billing system against invoices received from service providers like Nepal Telecom, NCell, VoIP operator etc.</p>			

<b>10 Documentation</b>						
10.1	The offer for the Call Accounting System shall include the following documents along with the supplied equipment. The document shall be in hard copy as well as softcopy (one set each).					
10.2	System overview and Technical description of all the supplied Hardware and Software.					
10.3	Detailed procedures for configuring tariffs, codes, rating, CDR collection etc.					
<b>11 Services</b>						
11.1	<b>Installation &amp; Testing</b> The supplier shall be responsible for installation and testing of the supplied CAS including all third party HW and SW.					
11.2	<b>Acceptance Testing and Verification</b> The new CAS shall be tested and examined for all the features as specified in the specification and system's standard feature list. In case of faults and/or missing features, the supplier will be notified of the findings in writing. Upon receipt of such notification, the supplier shall rectify the faults and/or activate the missing feature in the CAS within 7 days and notify the UN. Once the system is complete and all tests are successful, Acceptance Test Certificate will be issued to the supplier by UN.					
11.3	<b>Cut-over of system</b> After the issuance of Acceptance Certificate the new CAS will be configured and interfaced with new PABX for online CDR transfer and processing so that the new CAS is in service.					
11.4	<b>Warranty</b>					

	<p>The supplier shall provide warranty of 24 months which will include maintenance support for all the supplied hardware, software and accessories together with parts replacement and software upgrades without additional cost to UN if necessary.</p> <p>During warranty period, supplier will also assist UN staff in configuration changes, tariff updates, reports etc. whenever necessary.</p> <p>The warranty will start after the issuance of Acceptance Certificate.</p>			
11.5	<p><b>Annual Maintenance Contract (AMC)</b></p> <p>After the expiry of warranty, UN may subscribe AMC from supplier for support of CAS on regular basis and as and when required. During AMC, supplier shall provide all the necessary support as during the warranty period except parts replacement.</p>			

## SECTION D: SCHEDULE OF REQUIREMENTS (BOQ)

S.N.	Item	Unit	Quantity
1	Call Accounting System software as per specification (1000 users)	Set	1
2	Personal Computer of required configuration.	Set	1
3	Integration of CAS in the UN LAN.	Lot	1
4	Installation materials and accessories as required.	Lot	1
5	Operating System Software	Set	1
6	Database Management System Software	Set	1
7	Web Server Software	Set	1
8	Anti-Virus Software	Set	1
9	Services		
10.1	Installation Testing & Commissioning	1 Lot	As per specification
10.2	Acceptance Testing	1 Lot	As per specification
10.3	Cut-over of System	1 Lot	As per specification
10.4	Training	Session	1
10.5	Warranty	1 Lot	As per specification
10.6	Annual Maintenance Contract.	1 Lot	1 year

**Configuration of Personal Computer****Desktop Computer****Brand: International**

Processor: Intel Core i5 4th Generation processor (4200U) or higher

RAM: 8GB (4GBx2), DDR3 1600MHz

Monitor: 18.5"/19" LED

Hard Drive: 500GB SATA-3, 7200rpm

Optical Storage: DVD±RW (±R DL) / DVD-RAM

Graphics: Integrated Intel HD 4400

NIC: Gigabit Ethernet

Ports: On front panel 2x USB 3.0 ports, Audio In/Out, Media card reader

OS: Microsoft Windows 8.1 Professional 64-bit (pre-installed) with OS recovery utility

USB 2.0 Keyboard and Optical Mouse

ENERGY STAR Qualified

Warranty: 3 years



## Annex 2

**FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>2</sup>*****(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>3</sup>)***

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

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

S.N.	Item	Unit	Quantity	Amount in NPR
<b>System</b>				
1	Call Accounting System software as per specification (1000 users) including one year guarantee and provision of free maintenance during the guarantee period	Set	1	
2	Personal Computer of required configuration.	Set	1	
3	Integration of CAS in the UN LAN.	Lot	1	
4	Installation materials and accessories as required.	Lot	1	
5	Operating System Software	Set	1	
6	Database Management System Software	Set	1	
7	Web Server Software	Set	1	
8	Anti-Virus Software	Set	1	
<b>Services</b>				
1	Installation Testing & Commissioning	1 Lot	Lump sum	
2	Training	Session	Lump sum	
3	Yearly Annual Maintenance Contract from second year.	1 Lot	Lump sum	
	<b>Sub total</b>			
	<b>13% VAT</b>			
	<b>Total Amount in NPR Including VAT</b>			

<sup>2</sup> This serves as a guide to the Supplier in preparing the quotation and price schedule.

<sup>3</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

**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>
Delivery Lead Time			
Specification as per the technical specification of goods			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Warranty			

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]*

## **Annex 3**

### **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.