REQUEST FOR QUOTATION (RFQ)
Goods and Services

<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF FIRM</th>
<th>DATE: 4th June 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>REFERENCE: RFQ-028-2020</td>
</tr>
</tbody>
</table>

Dear Sir / Madam:

We kindly request you to submit your quotation for the provision of internet services to the United Nations Development Programme (UNDP), as detailed in Annex 2 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 1.

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 eTendering system. Bids must be submitted in the online eTendering system in the following link: [https://etendering.partneragencies.org](http://https://etendering.partneragencies.org) (Business Unit: ZMB10, Event ID 000000006164) using your username and password. If you have not registered in the system before, you can register now by logging in using the following credentials:

username: event.guest
password: why2change

Kindly follow the registration steps as specified in the system user guide.
ANNEX 1

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

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Option</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)</td>
<td>☐ FCA</td>
</tr>
<tr>
<td></td>
<td>☐ CPT</td>
</tr>
<tr>
<td></td>
<td>☐ CIP</td>
</tr>
<tr>
<td></td>
<td>☐ DAP</td>
</tr>
<tr>
<td></td>
<td>☒ Other DDP, Lusaka, Zambia</td>
</tr>
<tr>
<td>Customs clearance¹, if needed, shall be done by:</td>
<td>☐ UNDP</td>
</tr>
<tr>
<td></td>
<td>☒ Supplier/Offeror</td>
</tr>
<tr>
<td></td>
<td>☐ Freight Forwarder</td>
</tr>
<tr>
<td>Exact Address/es of Delivery Location/s (identify all, if multiple)</td>
<td>UNDP, UN House, Alick Nkhata Road, Lusaka, Zambia</td>
</tr>
<tr>
<td>Latest Expected Delivery Date and Time [if delivery time exceeds this, quote may be rejected by UNDP]</td>
<td>☒ 5 days from the issuance of the Purchase Order (PO)</td>
</tr>
<tr>
<td></td>
<td>☐ As per Delivery Schedule attached [if delivery will be staggered]</td>
</tr>
<tr>
<td></td>
<td>Time: [pls. indicate]</td>
</tr>
<tr>
<td></td>
<td>Time Zone of Reference: [pls. indicate]</td>
</tr>
<tr>
<td>Pre-Bid conference</td>
<td>Will be Conducted</td>
</tr>
<tr>
<td></td>
<td>Time: 14:30 hrs, Central African Time</td>
</tr>
<tr>
<td></td>
<td>Date: 9 June 2020</td>
</tr>
<tr>
<td></td>
<td>Venue: Virtual meeting via ZOOM. An invitation will be sent to all bidders that express interest and accept invitation (by 12:00hrs, 9th June 2020) in the eTendering event # 0000006164 for provision of internet services.</td>
</tr>
<tr>
<td></td>
<td>The UNDP focal point for the arrangement is:</td>
</tr>
<tr>
<td></td>
<td>Procurement Unit</td>
</tr>
<tr>
<td></td>
<td>Telephone: +260 211 386 200</td>
</tr>
<tr>
<td></td>
<td>E-mail: <a href="mailto:procurement.zm@undp.org">procurement.zm@undp.org</a></td>
</tr>
<tr>
<td>Delivery Schedule</td>
<td>☐ Required</td>
</tr>
<tr>
<td></td>
<td>☒ Not Required</td>
</tr>
<tr>
<td>Value Added Tax on Price Quotation²</td>
<td>☐ Must be inclusive of VAT and other applicable indirect taxes</td>
</tr>
<tr>
<td></td>
<td>☒ Must be exclusive of VAT and other applicable indirect taxes</td>
</tr>
<tr>
<td>After-sales services required</td>
<td>☒ Warranty on Parts and Labor for minimum period of 12 months</td>
</tr>
<tr>
<td></td>
<td>☒ Technical Support</td>
</tr>
<tr>
<td></td>
<td>☐ Provision of Service Unit when pulled out for maintenance/ repair</td>
</tr>
<tr>
<td></td>
<td>☐ Others [pls. specify]</td>
</tr>
</tbody>
</table>

¹ Must be linked to INCO Terms chosen.
² This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.
| Deadline for the Submission of Quotation | In line with the dates shown in the eTendering system |
| All documentations, including catalogs, instructions and operating manuals, shall be in this language | ☒ English
☐ French
☐ Spanish
☐ Others [pls. specify, including dialects, if needed] |
| Documents to be submitted$^3$ | ☒ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;
☒ Quality Certificates (ISO, etc.);
☒ Latest Business Registration Certificate;
☒ Latest Internal Revenue Certificate / Tax Clearance;
☒ Manufacturer’s Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer);
☒ Evidence/Certification of Environmental Sustainability (“Green” Standards) of the Company or the Product being supplied;
☒ Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;
☒ Others ZICTA license |
| Period of Validity of Quotes starting the Submission Date | ☒ 60 days
☐ 90 days
☒ 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
☐ Permitted [pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)] |
| Payment Terms$^4$ | ☒ 100% upon complete delivery of goods |

| Outputs | Timing | Condition for Payment Release |

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$^3$ First 2 items in this list are mandatory for the supply of imported goods

$^4$ UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of $30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.
| Provision of internet services monthly | To be paid a monthly basis | Within thirty (30) days from the date of meeting the following conditions:  
a) UNDP’s written acceptance (i.e., not mere receipt) of the quality of the outputs; and  
b) Receipt of invoice from the Service Provider. |

<p>| Liquidated Damages | Down time to be credited back to account. |</p>
<table>
<thead>
<tr>
<th>Evaluation Criteria [check as many as applicable]</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒  Technical responsiveness/Full compliance to requirements and lowest price</td>
</tr>
<tr>
<td>☒  Comprehensiveness of after-sales services</td>
</tr>
<tr>
<td>☒  Full acceptance of the PO/Contract General Terms and Conditions</td>
</tr>
</tbody>
</table>

*The Quotations, technical and price, will be evaluated at the following stages:*

**PRELIMINARY EXAMINATION**

The Preliminary evaluation shall assess bid documentation for compliance with the following:

- A Price Schedule completed in accordance with Annex 2.
- Latest Valid certificate of registration and tax clearance certificate
- Copy of valid ZICTA license
- The vendor proposal meets the bid validity
- Confirmation of compliance with all Provisions of the UNDP General Terms and Conditions
- Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

*Note: Non-submission of the above documents will result in the bidder being disqualified.*

**TECHNICAL EVALUATION**

Bids to be evaluated against the technical requirements documented under Annex 1.

**FINANCIAL EVALUATION.**

Financial offers of the technically responsive bid(s) shall be compared against the estimates as well as against other bidders’ prices and ranked. The lowest priced technically responsive bid shall be recommended for contract/PO award.

<table>
<thead>
<tr>
<th>UNDP will award to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒ One and only one supplier</td>
</tr>
<tr>
<td>☐ One or more Supplier, depending on the following factors:</td>
</tr>
</tbody>
</table>

*Clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Suppliers*
### Type of Contract to be Signed
- ☒ Purchase Order
- ☐ Long-Term Agreement\(^5\) *(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)*
- ☒ Other Type/s of Contract Institutional contract

### Special conditions of Contract
- ☒ Cancellation of PO/Contract if the delivery/completion is delayed by 30 days
- ☐ Others *[pls. specify]*

### Conditions for Release of Payment
- ☒ Passing all Testing
- ☒ Written Acceptance of Goods/services based on full compliance with RFQ requirements
- ☐ Others *[pls. specify]*

### Contact Person for Inquiries (Written inquiries only)\(^6\)

**Procurement and Supplies Unit**
**UNDP**
**procurement.zm@undp.org**

Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

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. The system automatically calculates the final bid prices by multiplying the unit price by the quantity. In the event when the Bidder put a quantity that is different from the quantity required, provided that the Bid is substantially responsive, UNDP will re-calculate the Bidders total price based on the correct quantity and using the unit prices offered by the Bidder. Unit prices cannot be changed.

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\(^5\) Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation

\(^6\) This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.
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,

Procurement Unit
6/4/2020
Technical Specifications
Internet Service Provision

Background

United Nations Development Programme (UNDP) is the UN’s global development network, an organization advocating for change and connecting countries to knowledge, experience and resources to help people build a better life. We are on the ground in 167 countries, working with them on their own solutions to global and national development challenges.

UNDP in Zambia

UNDP Zambia Country Office is located in the UN House at plot 9350 Alick Nkhata, Longacres in Lusaka, Zambia. It currently has an estimate of 120 end-users; connected through an inter-office LAN and Data Connectivity System. Internet connection is also used for VoIP communications and videoconferences.

Objectives

The Terms of Reference aim to provide a framework for full TCP/IP Internet Service Provision for the UNDP Zambia office. The Internet Connectivity service should be provided based on fixed monthly fee. Capacity requirement: DEDICATED 65Mbps Downlink /65Mbps Uplink bandwidth on 1:1 contention. Connection should be preferably AERIAL fiber-optic; wireless solutions will not be accepted. The service is expected to be highly stable and reliable. The successful provider must have 7x24x365 coverage for technical assistance and/or helpdesk facilities.

Technical Requirements

- Internet service should be based on fixed monthly fee payment plan with no additional payment or limitation by traffic amount and time.
- **Speed requirement:** DEDICATED 65Mbps Downlink /65Mbps Uplink bandwidth on 1:1 contention.
- Connection should be preferably fiber-optic AERIAL (to avoid downtime through cuts underground by digging); wireless solutions will not be accepted.
- **Provider should provide Ethernet connection as an entry point to their connectivity.**
- No limitations on traffic/ports; bandwidth capacity should be ensured through direct IP connection; no mandatory proxy servers and firewalls
- Subnet of at least 6 static public IP addresses is required
- Provider to propose Service Level Agreement (SLA) to guarantee Service reliability. Overall uptime should not be less than 99%.
- Data confidentiality guarantee; Provider may not scan traffic (if this should be done for finding problems in the network a prior UNDP agreement must be obtained)
- SNMP read access to edge router (gateway) for UNDP internal monitoring system.
- Support Managed VPN Services
• ISP must be able to manage the Customer Premises Equipment (CPE) to be installed in the UNDP Country Office Zambia Server Room at the United Nations House
• Tier 1 or Tier 2 connectivity to the Internet backbone
• Service provider should offer a comprehensive traffic management, network monitoring and including access for UNDP to raw log files and network monitoring.
• Quality of Service (QoS); Worldwide reachability and Unlimited technical support
• Fiber optic connectivity from the ISP to the Internet backbone
• The successful provider must have 7x24x365 coverage for technical assistance and/or helpdesk facilities. Under the normal circumstances all problems should be resolved within maximum 24 hours after the notification from UNDP received. The provider is also responsible for contacting designated UNDP network /ICT specialist(s) for both scheduled and un-scheduled downtime.
• Offerors are required to provide SECONDARY optic fibre link as an alternate routing or fallback arrangement for continuity of service in place, should their primary link to the Internet backbone become non-operational. Both Primary and Secondary optic fibre links to remain active and used interchangeably as automatic fail-over mechanism when either one of them is faulty and should both provide the same capacity of 65Mbps with no service degradation on either of the links when in use.
• The selected provider must provide a web interface facility for UNDP to retrieve real time and historical information on network performance, utilization and usage analysis.
• UNDP may wish to visit the vendor’s Network Operations Centre.
• Provide 30-day graceful exit with a 30days period of written notice, without penalties for UNDP.
• Complimentary five (5) portable LTE 4G Modem links with monthly autorenewal 50GB data bundle

Implementation Timeline

All installation works should be accomplished and connection launched within 15 days after the signing of the Contract.

Qualification Requirements

UNDP needs the following qualifications from the potential offeror:

• Solid experience in provision of Internet services as an Internet Service Provider (ISP) at least for the past four (4) years and registered by ZICTA.
• The company must have at least three similar contracts with already provided services possessing features required by these terms of reference (similar by scope/scale, complexity and amount), preferably with international / inter-governmental organizations. Evidences of contracts are required; references from other clients are highly welcomed.
• Qualified and experienced experts in system administration and internetworking, working under the general supervision and guidance of the department and / or company manager and in co-operation and under the guidance of UNDP assigned focal point. To ensure success of this exercise, the company should provide the following key personnel to be part of the team in undertaking the project:
- **Team Leader/Project Manager**

  *Qualifications:*
  a) A minimum of BSc Degree in Computer Science or Related Science field
  b) A minimum of Cisco Certified Network Associate (CCNA)

  *Experience:*
  At least Five (5) years’ experience in Computer Networking and Internetworking designing and implementation; of which two (3) years should have been at a supervisory level (Attach certificates)

- **Field Supervisor Technician**

  *Qualifications:*
  a. A minimum of Diploma Certificate in Computer Science or Related Science field
  b. A minimum of Cisco Certified Network Associate (CCNA)
  c. A minimum of Certified Fiber Optic Technician

  *Experience:*
  At least three (3) years of Ethernet and Fiber cabling of which one year should have been at a supervisory level (Attach certificates)

**List of required items/services:**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description of Activity</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Router Cisco 1941 Series with Extra SFP Card</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Primary Aerial Optic Fibre Link</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Secondary Aerial Optic Fibre Link</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Monthly internet service provision 65Mbps</td>
<td>12 months</td>
</tr>
</tbody>
</table>
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:

1. **TABLE 1: Price schedule**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description of Activity</th>
<th>Quantity</th>
<th>Unit rate USD</th>
<th>Total Rate USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Router Cisco 1941 Series with Extra SFP Card</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Primary Aerial Optic Fibre Link</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Secondary Aerial Optic Fibre Link</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Monthly internet service provision 65Mbps</td>
<td></td>
<td>12 months</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Labour (Installation, Setup and Configuration)</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Incidentals</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Any Other Charge</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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7 This serves as a guide to the Supplier in preparing the quotation and price schedule.
8 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

<table>
<thead>
<tr>
<th>Other Information pertaining to our Quotation are as follows :</th>
<th>Your Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes, we will comply</td>
</tr>
<tr>
<td>Primary Link - Aerial Optic Fibre</td>
<td></td>
</tr>
<tr>
<td>Secondary /Redundant Link - Aerial Optic Fibre</td>
<td></td>
</tr>
<tr>
<td>Offerors are required to provide SECONDARY optic fibre link as an alternate routing or fallback arrangement for continuity of service in place, should their primary link to the Internet backbone become non-operational. Both Primary and Secondary optic fibre links to remain active and used interchangeably as automatic fail-over mechanism when either one of them is faulty and should both provide the same capacity of 65Mbps with no service degradation on either of the links when in use.</td>
<td></td>
</tr>
<tr>
<td>Link Capacity 65Mbps both Down and Up links</td>
<td></td>
</tr>
<tr>
<td>Provision of Complimentary 5 portable LTE Modem Links with monthly autorenewal of 50GB data bundle</td>
<td></td>
</tr>
<tr>
<td>Supply, installation and configuration of Cisco Router 1941 Series with Extra SFP -EN Card for automatic fail-over on secondary optic fibre link</td>
<td></td>
</tr>
<tr>
<td>Offerors should provide Ethernet connection as an entry point to their connectivity.</td>
<td></td>
</tr>
<tr>
<td>Subnet of at least 6 static public IP addresses is required</td>
<td></td>
</tr>
<tr>
<td>Offeror to propose Service Level Agreement (SLA) to guarantee Service reliability. Overall uptime should not be less than 99%. Quality of Service (QoS);</td>
<td></td>
</tr>
<tr>
<td>Worldwide reachability and Unlimited technical support</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Offeror must be able to manage the Customer Premises Equipment (CPE) to be installed in the UNDP Country Office Zambia Server Room at the United Nations House</td>
<td></td>
</tr>
<tr>
<td>Offeror should offer a comprehensive traffic management, network monitoring and including access for UNDP to raw log files and network monitoring.</td>
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<td>Offeror must provide a web interface facility for UNDP to retrieve real time and historical information on network performance, utilization and usage analysis.</td>
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<td></td>
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<tr>
<td>Solid experience in provision of Internet services as an Internet Service Provider (ISP) at least for the past four (4) years and registered by ZICTA</td>
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<tr>
<td>The company must have at least three similar contracts with already provided services possessing features required by these terms of reference (similar by scope/scale, complexity and amount), preferably with international / inter-governmental organizations. Evidences of contracts are required; references from other clients are highly welcomed</td>
<td></td>
</tr>
<tr>
<td>○ Team Leader/Project Manager</td>
<td></td>
</tr>
<tr>
<td><strong>Qualifications:</strong></td>
<td></td>
</tr>
<tr>
<td>c) A minimum of BSc Degree in Computer Science or Related Science field</td>
<td></td>
</tr>
<tr>
<td>d) A minimum of Cisco Certified Network Associate (CCNA)</td>
<td></td>
</tr>
</tbody>
</table>
**Experience:**
At least Five (5) years’ experience in Computer Networking and Internetworking designing and implementation; of which two (3) years should have been at a supervisory level
- Attach certificates

○ *Field Supervisor Technician*

**Qualifications:**

d. A minimum of Diploma Certificate in Computer Science or Related Science field
e. A minimum of Cisco Certified Network Associate (CCNA)
f. A minimum of Certified Fiber Optic Technician

**Experience:**
At least three (3) years of Ethernet and Fiber cabling of which one year should have been at a supervisory level
- Attach certificates

All installation works should be accomplished, and connection launched within 15 days after the signing of the Contract.

All Provisions of the UNDP General Terms and Conditions

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

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[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 insolvent, 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.