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REQUEST FOR QUOTATION (RFQ) (Goods/Services)

NAME & ADDRESS OF FIRM	DATE: August 4, 2020
	REFERENCE: UNDP/ RFQ/27/2020

Dear Sir / Madam:

We kindly request you to submit your quotation for **supply and delivery of IT equipment**, 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 **5:00PM, August 19, 2020** by *e-mail*,
to procurement.np@undp.org with subject line "Quotation for IT Equipment
(ref: UNDP/RFQ/27/2020)- {Bidder's Name}"

Quotations submitted by email must be limited to a maximum of **25 MB** (each transmission), virus-free and no more than **6** email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected

5 email Tran They 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 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 checked="" type="checkbox"/> DDP Kathmandu, (Ex-Stock) <input type="checkbox"/> Other
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror for DDP <input type="checkbox"/> Freight Forwarder



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Exact Address/es of Delivery Location/s (identify all, if multiple)	Effective Development Financing and Coordination (EDFC) II Ministry of Finance Singh Durbar Kathmandu, Nepal	
UNDP Preferred Freight Forwarder, if any	N/A	
Distribution of shipping documents (<i>if using freight forwarder</i>)	N/A	
Latest Expected Delivery Date and Time (<i>if delivery time exceeds this, quote may be rejected by UNDP</i>)	<input checked="" type="checkbox"/> 6 -8 weeks from the issuance of the Purchase Order (PO)	
Delivery Schedule	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required	
Packing Requirements		
Mode of Transport		<input checked="" type="checkbox"/> LAND
Preferred Currency of Quotation	<input type="checkbox"/> United States Dollars or <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	
After-sales services required	<input checked="" type="checkbox"/> Warranty as mentioned in specification sheet. <input checked="" type="checkbox"/> Technical Support <input type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair <input type="checkbox"/> Others	
Deadline for the Submission of Quotation	COB, Wednesday, August 19, 2020 and 1700hrs (local time)	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English	
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;	



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	<p><input checked="" type="checkbox"/> Specifications, Catalogues/Brochures of the offered equipment</p> <p><input checked="" type="checkbox"/> Latest Business Registration Certificate;</p> <p><input checked="" type="checkbox"/> Certificate of Exclusive Distributorship in the country (if Supplier is not the manufacturer);</p> <p><input checked="" type="checkbox"/> Latest Tax (VAT/PAN) Registration/Tax Clearance Certificate;</p> <p><input checked="" type="checkbox"/> Recommendation letter from top 3 clients;</p> <p><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;</p> <p><input checked="" type="checkbox"/> Contact detail along with description of the local representative responsible for providing in-country after-sales service for the products.</p> <p><input type="checkbox"/> Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied ;</p>
Period of Validity of Quotes starting the Submission Date	<p><input checked="" type="checkbox"/> 90 days</p> <p>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.</p>
Partial Quotes	<input checked="" type="checkbox"/> Permitted for individual lots however, partial quote within same lot is not permissible
Payment Terms	<p><input checked="" type="checkbox"/> 100% upon supply and delivery of equipment</p> <p><input type="checkbox"/> Others</p>
Liquidated Damages	Liquidated Damages for delay of supply would be: 0.5% of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated by UNDP without notice.



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Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Specifications, Catalogues/Brochures of the offered equipment <input checked="" type="checkbox"/> Certificate of Exclusive Distributorship in the country (if Supplier is not the manufacturer) <input checked="" type="checkbox"/> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Warranty as mentioned in specification <input type="checkbox"/> Others
UNDP will award to:	<input checked="" type="checkbox"/> Single or Multiple suppliers. Contract will be awarded to technically qualified lowest bidder for each lot.
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 30 days <input type="checkbox"/> Others
Conditions for Release of Payment	Written Acceptance of Goods and services based on full compliance with RFQ requirements by the Project or UNDP.
Annexes to this RFQ	<input checked="" type="checkbox"/> Specifications of the Goods Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). <input type="checkbox"/> Others Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.



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<p>Contact Person for Inquiries (Written inquiries only)</p>	<p><i>Procurement Unit UNDP Nepal Email: query.procurement.np@undp.org</i></p> <p>Written inquiries must be submitted mentioning RFQ Ref: UNDP/RFQ/27/2020, on or before 5:00PM, 11 August 2020. UNDP shall respond to the inquiries through a bulletin posted in UNDP Website: http://www.np.undp.org/content/nepal/en/home/operations/procurement.html. Inquiries received after the above date and time shall not be entertained.</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>
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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.



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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,


Shiva Prakash Adhikari
Procurement Associate
UNDP Nepal



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Annex 1

LOT No. 1 – Laptop Computer with Docking

SN	Description of Items	Minimum Required Specification	Bidders Response (All fields are mandatory)
1	Brand/Model	(To be clearly mentioned by the bidder) Brand should be professional/business series	
	Country of Origin	(To be clearly mentioned by the bidder)	
	Form Factor	Convertible Laptop, must able to rotate 360	
	Operating System	Genuine Factory Installed Windows 10 Pro (The OEM license must be certified by the manufacturer or Authorized Distributor)	
	Processor	Intel Core i7, 8th Generation or higher processor with 4C, 8T, 4.6 GhZ turbo frequency and 8 Mb cache or higher	
	Memory	At least 16 GB LPDDR3-2133 SDRAM	
	Storage	Minimum 512 GB PCIe NVMe Three Layer Cell Solid State Drive	
	Graphic	Integrated Intel UHD Graphics 620 or higher	
	Display	13.3" diagonal FHD IPS eDP + PSR Bright View WLED-backlit ultra slim touch screen with Corning Gorilla Glass 5, Integrated Privacy Screen, 1920 x 1080 resolution	
	Wifi/Bluetooth	Should have Intel Wi-Fi 6, 2x2 MU-MIMO +Bluetooth 5 with 2 Antennas	
	External I/O Ports	Minimum 1 Gig Ethernet port Integrated or through connector, 2 Thunderbolt USB Type-C; 1 USB 3.1; 1 headphone/microphone combo; 1 HDMI 1.4; 1 External Nano SIM slot for WWAN., docking connector	
	Camera	HD Privacy IR webcam or higher	
	Battery	Long Life 4-cell 56 Wh or higher Li-ion polymer battery	
	Battery Life	At least 10 hrs and over 24 hours on standby	
	Weight	Must be Less than 1 KG (with Battery)	
	Keyboard	Spill-resistant, backlit keyboard	
	Security	Preinstalled malware protection to protect from the most common and rarest attacks	
	Others	Universal Power Adapter Branded Genuine Carrying Case,	
	Energy efficiency	ENERGY STAR certified	
	Warranty	3-year OEM standard parts and labor limited warranty	



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SN	Description of Items	Minimum Required Specification	Bidders Response (All fields are mandatory)
2	Docking	Docking station with Front components minimum One USB-CTM port with data and power out minimum 15W or higher One USB-CTM cable to connect to host system (1 meter cable length) Side components minimum Two USB 3.0 charging ports, One combo audio jack Back components minimum Two USB 3.0 charging ports Two Display Port TM ports, One RJ45 port, One HDMI 2.0 port and lock slot Same brand as laptop, 3 years warranty	
3	Monitor	24-inch FHD (1920 x 1080@60Hz) Screen with IPS with LED backlight, Anti-glare, Minimum 1 VGA port, 1 HDMI port Same brand as laptop, 3 years warranty	
4	Stylus	Stylus Pen with App Launch Button Same brand as laptop, 1 year warranty	
5	Accessories	<ul style="list-style-type: none"> Slim Wireless Keyboard and Mouse, External Portable 1 TB SSD; Keyed Cable lock All 1 year warranty	
	Authorization	Manufacturer or Authorized distributor's Letter clearly addressing Ministry of Finance/Project	

Note:

- 1) Above mentioned branded Laptop, branded wireless keyboard & mouse, branded docking station, branded charger and branded monitor should be from the same manufacturer. Alterations will not be accepted.
- 2) Any accessories other than mentioned in the above specification, but are included into the box; must be supplied by the supplier without any additional cost.
- 3) Any accessories other than mentioned in the above specification, but are mandatory for the smooth operation of laptop system; must be supplied by the supplier without any additional cost or such cost must be included in the price offered by the bidder.

LOT No. 2 – MF Printer

Brand/Model	(To be clearly mentioned by the bidder) Brand should be professional/business series.
Country of Origin	(To be clearly mentioned by the bidder)
Product Type	Should be color multifunction Copier/Printer/Scanner
User Interface	Tablet like LCD Color touch user interface screen; at least 9 inches



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Hard Drive	Minimum 250 GB HDD
Processor	Quad Core 1.91 GHz processor or equivalent
Memory	At least 8 GB system memory
Connectivity	Ethernet 10/100/1000 Base-T, High-speed USB 2.0 direct print, Wi-Fi Direct, Bluetooth Near Field Communication (NFC); WLAN(IEEE802.11b/g/n), Mobile Print
Standard Configuration	Single/Duplex Copy, Print, Scan, 2 trays, Console type cabinet stand; Bypass tray and Single pass Duplex ADF
Paper Sizes	Should be able to, but not limited to, handle following <ul style="list-style-type: none"> • A3(Tabloid/ledger); A4 (letter/Legal); Half letter
Paper Weight	Minimum 60 gsm or less and maximum 300 gsm or more
Paper Input	Four trays. Adjustable two trays having capacity of at least 500 sheets in each tray. One High-Capacity Tandem Tray. One Bypass Tray which should handle up to 100 sheets. One Envelope Tray (replaces one tray during inserting envelopes): Up to 60 envelopes: #10 Commercial, Monarch, DL, and C5.
Paper Output and Finishing	Dual Offset Catch Tray: Inner output tray at least 250 sheets; Face up Tray: 100 sheets Integrated Office Finisher: 500-sheet stacker, 50 sheets stapled, single-position stapling
Print and copy Speed	At least 35 / 35 ppm for A4 and 25 ppm for A3
Monthly Duty Cycle	At least 110,000 pages / month
Monthly Print Volume	At least 5,000 to 12,000 pages
Copy and Print Resolution	Copy: At least 600 x 600 dpi; Print: At least 1200 x 1200 dpi
Warm-up time	<ul style="list-style-type: none"> • At most 95 seconds to start (at most 15 seconds from low power /sleep mode) • First Copy out: at most 7 seconds for monochrome and at most 9 seconds for color
Print Features	<ul style="list-style-type: none"> • Print from USB; Network printing; Job Identification, Booklet Layout, Store and Recall Driver Settings, Universal printer driver, Scaling, Job Monitoring, Application Defaults, Two-sided Printing, Hold Print • Support mobile printing
Print from USB	<ul style="list-style-type: none"> • Type A USB port on front panel • Direct printing from computer using Type B USB port • Should support file formats like PDF, JPEG, TIFF, PS, XPS, PCL • Color jobs can be printed as black-and-white
Scan Features	<ul style="list-style-type: none"> • Scan Speed: At least 75 ipm • At least 600 x 600 dpi • Scan to USB / Email / Network /FTP • Able to scan to File Formats like PDF, PDF/A, XPS, JPEG, TIFF, Searchable PDF, Compressed PDF, Single/Multi-Page PDF / XPS / TIFF, Password Protected PDF (as well as options for DOCX, XLSX), Scan to Folder • Optical Character Recognition (OCR)
Copy Features	<ul style="list-style-type: none"> • Copy: At least 600 x 600 dpi



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	<ul style="list-style-type: none"> • Zoom: At least 25-400% Reduction/Enlargement • Color modes: Auto-Color, Full Color, Twin Color, Mono Color, Monochrome • Color Settings: Hue, Saturation, Color Balance, RGB adjustment,
Security	<p>Should have, but not limited to, following:</p> <ul style="list-style-type: none"> • Role Based Access, • LDAP support, • Encrypted Secure print and scan, • Audit Log, Access Controls, User Permissions • IP and MAC address filter, Port filter, • Support of SSL and IP protocols, IEEE802.1x support,
Operating Systems Support	<ul style="list-style-type: none"> • Windows 7 (32- and 64-bit) • Windows 8 (32- and 64-bit) • Windows 8.1 (32- and 64-bit) • Windows 10 (32- and 64-bit) • Mac OS 10.12, 10.13, 10.14 • Fedora • Ubuntu
Additional Accessories	<ul style="list-style-type: none"> • One set of starter kit including stapler pin • One complete set toner cartridge (except supplied with the MF Copier/Printer/Scanner as starter kit). The cost of additional toner cartridge set should be included into the offer price.
Training	<ul style="list-style-type: none"> • One day comprehensive training for Operating staff of EDFC II.
Certification	<ul style="list-style-type: none"> • ISO Certification
Warranty	<ul style="list-style-type: none"> • 3-year OEM standard parts and labor limited warranty or warranty provided by the manufacturer whichever is higher.

[Enter name of authorized staff]

[Designation]

[Click here to enter a date]



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Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION¹

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery²)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **UNDP/RFQ/27/2020**:

TABLE 1 : Offer for IT equipment as per Requirement stated in RFQ

Item No.	Description/Specification of Goods	Quantity	Unit Price (NPR)	Total Price per Item
LOT 1	Supply and delivery of Laptop Computer	30		
	Docking	30		
	Monitor	30		
	Stylus pen with App Launch Button	30		
	Slim wireless Keyboard	30		
	Slim Wireless Mouse	30		
	Keyed Cable Lock	30		
	Total Prices of Goods			
	Add : Cost of Transportation (if any)			
	Add : Other Charges (pls. specify)			
	Sub Total			
	VAT 13% (Where applicable)			
	Total Final and All-Inclusive Price Quotation			

Item No.	Description/Specification of Goods	Quantity	Unit Price (NPR)	Total Price per Item
LOT 2	Supply and delivery of Multi- Function Copier/Printer/Scanner along with a complete set of toner cartridge as a starter kit.	1		

¹ This serves as a guide to the Supplier in preparing the quotation and price schedule.

² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes



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	One set of starter kit including stapler pin	1		
	One additional complete set toner cartridge (except supplied with the MF Copier/Printer/Scanner as starter kit).	1		
	Total Prices of Goods			
	Add : Cost of Transportation			
	Add : Other Charges (pls. specify)			
	Sub Total			
	VAT 13% (Where applicable)			
	Total Final and All-Inclusive Price Quotation			

TABLE 3 : 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 Within 6-8 weeks from the date of order placed			
Estimated weight/volume/dimension of the Consignment:			
Country/ies Of Origin ³ :			
Warranty and After-Sales Requirements			
a) Warranty as mentioned in specification sheet			
b) Brand new replacement if Purchased item is not working within warranty period			
Validity of Quotation – 90 days			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

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

³ If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.



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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.



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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.



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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



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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



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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.