



## Request for Quotation (RFQ)

### Supply, Delivery and Installation of Forensic Lab and Crime Scene Equipment, Nyala, South Darfur

**Event ID:** 0000007524

**RFQ No.:** RFQ/20/059

**Project:** State Liaison Function- SLF III- Phase II

**Country:** Sudan

**Issued on:** 15 October 2020

**REQUEST FOR QUOTATION (RFQ)**  
**(Goods)**

**REFERENCE: RFQ/20/059**

**DATE: October 15, 2020**

Dear Sir / Madam:

We kindly request you to submit your quotation for Supply, Delivery and Installation of Forensic Lab and Crime Scene Equipment, Nyala, South Darfur, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Bidders who are registered on the e-Tendering will be able to download the complete bidding documents from the e-Tendering website at:

<https://etendering.partneragencies.org>

**Event ID: 0000007524**

Documents should be submitted on or before the deadline: **The time stated in e-Tendering system.**

In case your company is not registered in the e-Tendering Module, please use the following temporary username and password to register your company/firm:

**Username: event.guest**

**Password: why2change**

and follow the registration steps as specified in the system user guide, provided with the tender document. You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation"

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 e-Tendering, kindly ensure that they **are signed and in the pdf format**, and free from any virus or corrupted files.

For any further enquiries, please send it to the following email 72 hours before closure date: [siham.mohammed@undp.org](mailto:siham.mohammed@undp.org) and copying [ei.cho.nyunt@undp.org](mailto:ei.cho.nyunt@undp.org) **[DO NOT USE THESE EMAILS FOR THE SUBMISSION OF YOUR OFFERS]**. Offers submitted through fax will be rejected.

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

Delivery Terms [INCOTERMS 2010]	Supply, Delivery and Installation of Forensic Lab and Crime Scene Equipment: <b>DDP</b>
Customs clearance, if needed, shall be done by:	Supplier
Exact Address/es of Delivery Location/s (identify all, if multiple)	- Supply, Delivery and Installation of Forensic Lab and Crime Scene Equipment: <b>Forensic Laboratory, Sudanese Police Force HQ, Nyala, South Darfur State</b>
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>	<b>One Month from issuing the PO</b>
Delivery Schedule	<input checked="" type="checkbox"/> <b>Required</b>
Packing Requirements	As per standard: up to the Contractor to ensure goods supplied are intact / not tempered with. Damaged items will not be received and should be replaced with a new one of the same specifications.
Mode of Transport	<input checked="" type="checkbox"/> <b>Any mode:</b> up to the contractor to ensure equipment supplied are intact/not interrupted with. Damaged items will not be received and should be replaced with a new one of the same specifications.
Preferred Currency of Quotation	<input checked="" type="checkbox"/> Local Currency: SDG or <input checked="" type="checkbox"/> United States Dollars <ul style="list-style-type: none"> <li>✓ Bank account in US\$ is to be provided, if quoted in US\$</li> <li>✓ Option of currency selection is left at the discretion of bidder</li> <li>✓ Bidders are free to choose the currency of bid (USD or SDG). The currency of bid will be the currency of contract/PO. It is up to the bidders to manage the cash withdrawal from their own bank.</li> <li>✓ Locally registered bidders (Sudanese) will receive their payment inside Sudan.</li> </ul> <p><u>Currency Conversion:</u> The UN Rate of exchange applicable on the day of bid closure shall apply.</p>
Pre-Bid Meeting	<input checked="" type="checkbox"/> N/A
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Inclusive of VAT and other applicable indirect taxes
After-sales services required	<ol style="list-style-type: none"> <li>1. All items shall include 12 months' warranty on defect liability</li> <li>2. The defective items shall be repaired or replaced at supplier's cost</li> </ol>
Deadline for the Submission of Quotation	<p><b>The time stated in e-Tendering system.</b></p> <p><u>Note:</u> Date and time visible on the main screen of the event (on the E-Tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. The correct bid closing time is as indicated in the E-Tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly to the system.</p> <p><b>Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your proposal at the last minute, UNDP may not be able to assist.</b></p>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English; and/or <input checked="" type="checkbox"/> Arabic.
Documents to be submitted	<input checked="" type="checkbox"/> Latest Business Registration Certificate- including company constitution indicating that the company is registered. <input checked="" type="checkbox"/> Company Profile, including the name of the shareholders, branch offices, organigram, any other details your company may find suitable to <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input checked="" type="checkbox"/> Duly accomplished form as provided in Annex 2, and in accordance with list of requirements in Annex 1. <input checked="" type="checkbox"/> List of similar contracts /Purchase Order for supply of Forensic/Laboratory Equipment during the last 3 years with details of the contract value and client names.

	<input checked="" type="checkbox"/> Confirmation of availability of comprehensiveness of after-sales services <input checked="" type="checkbox"/> Detailed Specifications and model number and origin of the proposed item, if different that the proposed in the RFQ, (brochures will not be accepted). <input checked="" type="checkbox"/> Warranty on Forensic equipment and test certificates for minimum period of one year is required;
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> <b>60 days</b>  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"/> <b>Not Permitted</b>
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete supply, delivery and installation of and certification form UNDP that the supplied items meet the PO / Contract specifications.
Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.5% Max. no. of days delay: 20 days  Next course of action: May lead to contract termination at the discretion of UNDP when liquidated damage amount reaches 10% of contract value for 20 days of delay.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <input checked="" type="checkbox"/> 2 similar contracts/PO over the past 3 years for Forensic/Laboratory Equipment <input checked="" type="checkbox"/> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Compliance to the warrantee conditions <input checked="" type="checkbox"/> Compliance with Delivery Time frame
UNDP will award to:	<input checked="" type="checkbox"/> One supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order/Contract
Contract General Terms and Conditions	<input checked="" type="checkbox"/> General Terms and Conditions for contracts (goods and/or services)
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 20 days beyond the delivery time indicated in the RFQ after availing the contract / approved PO to the selected vendor.
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements
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:  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)	Bidders requesting clarification of any of the items, technical requirements, or conditions stipulated in this RFQ shall communicate in writing with UNDP office at: <a href="mailto:siham.mohammed@undp.org">siham.mohammed@undp.org</a> and copying <a href="mailto:ei.cho.nyunt@undp.org">ei.cho.nyunt@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 all potential Proposers.

Post Qualification Actions	<p>At the discretion of UNDP, it may conduct the post qualification actions using one or more; or all of the actions indicated below: if necessary:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</li> <li><input checked="" type="checkbox"/> Inquiry and reference checking with previous entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;</li> <li><input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</li> <li><input checked="" type="checkbox"/> Visits to the previously supplied projects for other clients;</li> <li><input checked="" type="checkbox"/> Ocular Inspection of current Office, equipment possessed.</li> </ul>
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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 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 if 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 indicated above - <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html>.

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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

**Thank you and we look forward to receiving your quotation.**

Issued by:

Approved by:

*Siham Mohammed*

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Name: Siham Mohammed  
Title: Procurement Associate  
Date: 15 October 2020

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Name: Ei Cho Nyunt  
Title: Head of Procurement  
Date: 15 October 2020




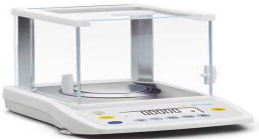





## Annex 1

### Technical Specifications

#### Supply, Delivery and Installation of Forensic Lab and Crime Scene Equipment, Nyala, South Darfur

**Incoterm 2010: DDP**

Ser #	Description	Image	Unit	Qty
<u>I</u>	<b>Forensic Lab Equipment:</b>			
1	Precision™ Shaking water bath Digital (Used in the stages of DNA extraction and blood tests)		Pcs	1
2	Hettich EBA-20 Macrocentrifuge Eppendorf (The centrifugation process is used to prepare the biological samples in DNA extraction)		Pcs	1
3	Blood Bank Refrigerator General BBR (Used to save liquid blood samples)		Pcs	1
4	Micro centrifuge max. 14 000 rpm\ Microfuge Eppendorf 5810R Centrifuge cold (Used in the stages of DNA extraction)		Pcs	1
5	Refrigerator Forma™ High-Performance Auto Defrost Lab Freezer -30 (Refrigerator used save material)		Pcs	2
6	Refrigerator Forma™ FDE Series Ultra-Low Temperature Freezer - 50 -to -85 (Used to save tissue and bone samples)		Pcs	1
7	High Performance Fume Hood PURAIR 5 SERIES BASIC DUCTLESS FUME HOOD (without stand) - (Used in the preparation of chemicals, solutions and samples)		Pcs	1

8	Microscope with computer attached EVOS™ XL Core Imaging System (Used to examine sperm)		Pcs	1
9	Thermal cycler- PCR Veriti® 96-Well Thermal Cycler (applied Biosystem) - (A device used in DNA replication and genetic analysis)		Pcs	1
10	Promga - Maxwell 16 instrument (A device used to extract DNA)		Pcs	1
11	Electronic sensitive balance (It is used for weighing samples and low weights in preparing solutions)		Pcs	1
12	Multi-parameter liquid analyzer: pH (Chemistry is used to measure acid and basal)		Pcs	2
13	Water distillation machine (A device used for the distillation of water that is used in the preparation of solutions and samples)		Pcs	1
14	Thermo Scientific Finn Pipette (10-100µL ) (Measuring instruments for sampling)		Pcs	2
15	Thermo Scientific Finn Pipette (0.5-10µL ) (Measuring instruments for sampling)		Pcs	2
16	Thermo Scientific Finn Pipette (100-1000µL ) (Measuring instruments for sampling)		Pcs	2
17	Micropipette Stand- 4 station-with storag		Pcs	2
<b>II Crime Scene Equipment:</b>				
18	Pelican 9470 Remote Area Lighting System		Pcs	2
19	Pelican™ 9455SL Spot Light Remote Area Lighting System		Pcs	6



20	GARRETT AT Pro Metal Detector		Pcs	1
21	Fluke 62 Max - Infrared Thermometer		Pcs	6
22	Advanced Laser Trajectory Finder Kit		Pcs	6
23	Video Scope		Pcs	6
24	Canon EOS 7D mark II		Pcs	6
25	Canon Speedlite 600EX II RT Flash with Wireless Radio Transmission		Pcs	6
26	Sigma 105mm Macro F2.8 EX DG OS HSM Lens - Canon Fit		Pcs	1
27	Tamron SP 24-70mm f/2.8 Di VC USD G2 Lens- Canon Fit		Pcs	1
28	Light Stand Photo Studio Photography as follow:			
A	Three soft box with stands and holders		Pcs	1

B	YONGNUO YN568EX III YN568-EX III Wireless TTL HSS Flash Speedlite		Pcs	3
29	LimoStudio 160W Monolight Flash Strobe Light for Photo Studio, Location & Portrait Photography, AGG863		Pcs	2
30	MK2 Hook and Line Kit		Pcs	1
31	Reflected Ultraviolet Imaging System IMAGER MASTER RUVIS KIT		Pcs	1
32	Personal Combined Radiation Detector/Dosimeter PM1703MO- 1BT		Pcs	6
33	FLIR identiFINDER 2 (identiFINDER R400) Radiation Detector		Pcs	1
34	Moveable under vehicle bomb detector / underneath car bomb mirror UV200		Pcs	6
35	Rofin Flare Plus2 Forensic Light Source		Pcs	1
36	RTR-6 Portable X-ray System		Pcs	1
37	YongNuo TTL Macro Ring Flashlight Lighting Speedlite YN14EX		Pcs	6
38	Canon Battery Grip BG-E16		Pcs	6
39	SanDisk Ultra 64GB Class 10 SDXC UHS-I Memory Card up to 80MB/s		Pcs	10

40	Vanguard ALTA Fly 55T Trolley Case		Pcs	6
41	Portable Refrigerators		Pcs	5
42	dead body bag		Pcs	6
43	dead body stretcher		Pcs	6
44	Multi drugs test		Pcs	1200
45	Alcohol test		Pcs	1200

**\*Note to Bidders:**

The quotation is subject to the following conditions:

- In case of discrepancy between unit price and total, the unit price shall prevail
- UNDP reserve the right to vary the quantity of material to be procured, maintaining the same unit price quoted by the bidder.
- All items shall be inspected before and after the delivery to the Final Destination.

## Annex 2






### FORM FOR SUBMITTING SUPPLIER'S QUOTATION









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

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **RFQ/20/059**:

**TABLE 1: Offer to Supply, Delivery and Installation of Goods Compliant with Technical Specifications and Requirements:**

**Quotation Currency:** Please Indicate the currency of your bid (Quotation Currency: \_\_\_\_\_)

Ser #	Description	Image	Unit	Qty	Price USD	Total price
<u>I</u>	<b>Forensic Lab Equipment:</b>					
1	Precision™ Shaking water bath Digital (Used in the stages of DNA extraction and blood tests)		Pcs	1		
2	Hettich EBA-20 Macrocentrifuge Eppendorf (The centrifugation process is used to prepare the biological samples in DNA extraction)		Pcs	1		
3	Blood Bank Refrigerator General BBR (Used to save liquid blood samples)		Pcs	1		
4	Micro centrifuge max. 14 000 rpm\ Microfuge Eppendorf 5810R Centrifuge cold (Used in the stages of DNA extraction)		Pcs	1		
5	Refrigerator Forma™ High-Performance Auto Defrost Lab Freezer - 30 (Refrigerator used save material)		Pcs	2		

6	Refrigerator Forma™ FDE Series Ultra-Low Temperature Freezer - 50 -to -85 (Used to save tissue and bone samples)		Pcs	1		
7	High Performance Fume Hood PURAIR 5 SERIES BASIC DUCTLESS FUME HOOD (without stand) - (Used in the preparation of chemicals, solutions and samples)		Pcs	1		
8	Microscope with computer attached EVOS™ XL Core Imaging System (Used to examine sperm)		Pcs	1		
9	Thermal cycler- PCR Veriti® 96-Well Thermal Cycler (applied Biosystem) - (A device used in DNA replication and genetic analysis)		Pcs	1		
10	Promga - Maxwell 16 instrument (A device used to extract DNA)		Pcs	1		
11	Electronic sensitive balance (It is used for weighing samples and low weights in preparing solutions)		Pcs	1		
12	Multi-parameter liquid analyzer: pH (Chemistry is used to measure acid and basal)		Pcs	2		
13	Water distillation machine (A device used for the distillation of water that is used in the preparation of solutions and samples)		Pcs	1		
14	Thermo Scientific Finn Pipette (10-100µL ) (Measuring instruments for sampling)		Pcs	2		
15	Thermo Scientific Finn Pipette (0.5-10µL ) (Measuring instruments for sampling)		Pcs	2		

16	Thermo Scientific Finn Pipette (100-1000µL ) (Measuring instruments for sampling)		Pcs	2		
17	Micropipette Stand- 4 station- with storag		Pcs	2		
<b>II Crime Scene Equipment:</b>						
18	Pelican 9470 Remote Area Lighting System		Pcs	2		
19	Pelican™ 9455SL Spot Light Remote Area Lighting System		Pcs	6		
20	GARRETT AT Pro Metal Detector		Pcs	1		
21	Fluke 62 Max - Infrared Thermometer		Pcs	6		
22	Advanced Laser Trajectory Finder Kit		Pcs	6		
23	Video Scope		Pcs	6		
24	Canon EOS 7D mark II		Pcs	6		
25	Canon Speedlite 600EX II RT Flash with Wireless Radio Transmission		Pcs	6		



26	Sigma 105mm Macro F2.8 EX DG OS HSM Lens - Canon Fit		Pcs	1		
27	Tamron SP 24-70mm f/2.8 Di VC USD G2 Lens- Canon Fit		Pcs	1		
28	Light Stand Photo Studio Photography as follow:					
A	Three soft box with stands and holders		Pcs	1		
B	YONGNUO YN568EX III YN568-EX III Wireless TTL HSS Flash Speedlite		Pcs	3		
29	LimoStudio 160W Monolight Flash Strobe Light for Photo Studio, Location & Portrait Photography, AGG863		Pcs	2		
30	MK2 Hook and Line Kit		Pcs	1		
31	Reflected Ultraviolet Imaging System IMAGER MASTER RUVIS KIT		Pcs	1		
32	Personal Combined Radiation Detector/Dosimeter PM1703MO-1BT		Pcs	6		
33	FLIR identiFINDER 2 (identiFINDER R400) Radiation Detector		Pcs	1		
34	Moveable under vehicle bomb detector / underneath car bomb mirror UV200		Pcs	6		

35	Rofin Flare Plus2 Forensic Light Source		Pcs	1		
36	RTR-6 Portable X-ray System		Pcs	1		
37	YongNuo TTL Macro Ring Flash Light Lighting Speedlite YN14EX		Pcs	6		
38	Canon Battery Grip BG-E16		Pcs	6		
39	SanDisk Ultra 64GB Class 10 SDXC UHS-1 Memory Card up to 80MB/s		Pcs	10		
40	Vanguard ALTA Fly 55T Trolley Case		Pcs	6		
41	Portable Refrigerators		Pcs	5		
42	dead body bag		Pcs	6		
43	dead body stretcher		Pcs	6		
44	Multi drugs test		Pcs	1200		
45	Alcohol test		Pcs	1200		
<b>Total All Inclusive Quotation for Delivery and Installation of Forensic Lab and Crime Scene Equipment</b>						



**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:			
Warranty and After-Sales Requirements			
a) Minimum one (1) year warranty on the supply of device			
b) The defective items shall be repaired or replaced at supplier's cost			
Validity of Quotation (60 days)			
All Provisions of the UNDP General Terms and Conditions (Annex 3)			

**Self-Declaration:**

We also confirm that our company is not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List, nor in any of UNDP's list of suspended and removed vendors.

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

Name of Bidder (Company / Firm):

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Authorized signature:

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Name of Authorized signatory:

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Functional Title:

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Email Address:

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Contact Number:

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**GENERAL ERMS AND CONDITIONS FOR CONTRACTS****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 affect 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, tradename or trademark. 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.