REQUEST FOR QUOTATION (RFQ)
FOR THE PROVISION, INSTALLATION, CONFIGURATION AND TESTING OF A NETWORK CABLELING FOR THE ECONOMICS DEPARTMENT OF THE UNIVERSITY OF LIBERIA IN MONROVIA

<table>
<thead>
<tr>
<th>NAME &amp; ADDRESS OF FIRM</th>
<th>DATE: 18th October 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monrovia, Liberia</td>
<td>REFERENCE: RFQ/UNDP/LBR/SPU/2017/056</td>
</tr>
</tbody>
</table>

Dear Sir / Madam:

The United Nations Development Programme in Liberia kindly requests you to submit your quotation for the Provision, Installation, Configuration and Testing of a network cabling for the Economics Department of the University of Liberia in Monrovia. When preparing your quotation, please be guided by the form attached hereto as Annex 2. UNDP General Terms & Conditions are at Annex 3.

Mandatory Site assessment is schedule on Monday 23, October 2017 at 2:00 PM. Failure to attend the site assessment will result in disqualification of your submission. Quotations must be submitted on or before Thursday 26th October 2017 at 11.00 AM, Liberia Local Time and via (choose appropriate box)

ありがと箱のE-mail: bids.lr@undp.org

支払い箱on the following address;

Address: United Nations Development Programme
UNDP Liberia Procurement Unit
7th Floor, PAN AFRICAN PLAZA, Monrovia

And marked: REFERENCE: RFQ/UNDP/LBR/SPU/2017/056
(Provision and Installation of Network Cabling for the Economics Department of University of Liberia)

Quotations submitted by email must be limited to a maximum of 8MB, virus-free and no more than 3 email transmissions. 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 additional requirements and conditions pertaining to the supply of the Above mentioned services:
AND CHECK EACH BOX STATING YOUR COMPLIANCE / NON COMPLIANCE, FAILURE TO THE CHECK BOX WILL DISQUALIFY YOUR OFFER.

<table>
<thead>
<tr>
<th>Delivery Terms [INCOTERMS 2010]</th>
<th>☑ DAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exact Address of Delivery Location</td>
<td>☑ PAN AFRICAN PLAZA, Monrovia, Liberia</td>
</tr>
<tr>
<td>Delivery Date</td>
<td>☑ Date of completion of Services is within 2 weeks from the receipt of Purchase Order.</td>
</tr>
<tr>
<td>Preferred Currency of Quotation(^1)</td>
<td>☑ United States Dollars</td>
</tr>
<tr>
<td>Tax on Price Quotation(^2)</td>
<td>☑ UNDP IS TAX EXEMPT</td>
</tr>
<tr>
<td>Payment Terms</td>
<td>☑ 100% within 30 days upon UNDP’s receipt of invoice and satisfactory Inspection Report by UNDP ICT Unit.</td>
</tr>
<tr>
<td>Liquidated Damages</td>
<td>0.5 % of total contract amount for each day of delay and maximum of 30 days after which contract will be terminated</td>
</tr>
<tr>
<td>Conditions for Release of Payment</td>
<td>☑ Satisfactory professional cabling of designated offices at the Economic Department of the UL as per TORs</td>
</tr>
<tr>
<td></td>
<td>☑ Duly signed delivery note</td>
</tr>
<tr>
<td></td>
<td>☑ Duly signed Inspection Report by UNDP IT Unit.</td>
</tr>
<tr>
<td>Request for clarification</td>
<td>Bidders requesting clarification on the terms of reference, supplier quotations, technical requirements or general conditions stipulated in this RFQ shall communicate in Writing with UNDP office. Only requests for clarification received by 24(^{th}) October 2017 will be entertained. Queries may be directed to <a href="mailto:info.procurement.lr@undp.org">info.procurement.lr@undp.org</a>.</td>
</tr>
<tr>
<td>Pre bid Site Visit</td>
<td>A pre-bid site visit will be held on Monday 23, October 2017 at 2:00 PM at ECONOMICS DEPARTMENT of the UL. All interested bidders are expected to be on site. Offers from interested bidders who did not attend the site visit will be rejected.</td>
</tr>
<tr>
<td></td>
<td>Focal address for coordination: <a href="mailto:info.procurement.lr@undp.org">info.procurement.lr@undp.org</a></td>
</tr>
<tr>
<td>Deadline for the Submission of Quotation</td>
<td>☑ 11:00 AM, 26(^{th}) October 2017</td>
</tr>
<tr>
<td>All documentations, including catalogs,</td>
<td>☑ English</td>
</tr>
</tbody>
</table>

\(^1\) Local vendors must comply with any applicable laws regarding doing business in other currencies

\(^2\) VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO
<table>
<thead>
<tr>
<th><strong>instructions and operating manuals, shall be in this language</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Period of Validity of Quotes starting the Submission Date</strong></td>
<td>120 days</td>
</tr>
<tr>
<td><strong>Partial Bids</strong></td>
<td>Not permitted</td>
</tr>
<tr>
<td><strong>Mode of Transport</strong></td>
<td>LAND</td>
</tr>
</tbody>
</table>
| **PREQUALIFICATION** | Interested companies are requested to submit the below documentation to qualify for the evaluation of their offers:  
• Current Business Registration/Articles of Incorporation  
• Current and up to date reference listing for reference check with contact information and email address for similar services provided  
• Company profile (SHOULD provide details, pictorials, brochures, any relevant information) |
| **Capacity Assessment** | Kindly note that UNDP will carry out a capacity assessment if necessary as part of the evaluation process. Your Company will be contacted before the date of the capacity assessment, if required. |
| **Evaluation Criteria** | ✓ Technical responsiveness  
✓ Compliance to requirements  
✓ Lowest priced offer  
✓ Delivery time  
✓ A pre-bid site visit certificate |
| **Annexes to this RFQ** | ☑ Specifications of the Services Required (Annex 1)  
☑ Form for Submission of Quotation (Annex 2)  
☑ General Terms and Conditions / Special Conditions (Annex 3). |
| | Non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this bidding process. |

Goods and allied services proposed 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 and requirements and offers the lowest price 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 recomputed by UNDP. The unit price shall prevail and the total price shall be corrected. If the vendor 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 on ex-works price in the event that the transportation cost is found to be at high side.
Any Purchase Order that will be issued shall be subject to the General Terms and Conditions herein attached hereto.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with your preparation and submission of a quotation, regardless of the conduct or outcome of the selection process.

Our vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: [http://www.undp.org/procurement/protest.shtml](http://www.undp.org/procurement/protest.shtml). It is, however, not available to non-responsive or non-timely bidders or when all bids are rejected.

UNDP implements a zero tolerance on fraud and corrupt practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities.

Sincerely yours,

Rokya Dieng  
Deputy Country Director/Operations-UNDP  
Liberia  
October 19, 2017
PROVISION OF SETUP & DECOMMISSIONING OF LOCAL AREA NETWORK GROUND FLOOR AND 8TH-FLOORS-PAN AFRICAN PLAZA.

Nature of the Service

The successful offeror is to provide Structured Cabling to UNDP Liberia at the PAP office space for the entire Ground and 8th Floors right wing.

1.0 Background

The UL Economic Department is embarking on a transformational undertakings that could hugely impact its overall service provision and its internal management.

The UL with the support from UNDP wants to augment its transformational undertakings with the services of a Local Area Network (LAN) that will have a humble beginning but one that is scalable.

The purpose of this exercise is to invite bidders to provide their offer as per the ToR described below.

2.0 Main Objective

To supply, install and deliver a structured cabling infrastructure with 50 nodes inclusive of wireless access points that will support data. All materials required to achieve this shall be provided by the contractor. This is inclusive of switches, routers, Access Points and LAN cabinets.

3.0 Terms of Reference

The contractor will be responsible for setting up the design and installation of the entire network infrastructure for the above-mentioned office site from start to finish and establish the operation in accordance with the requirements stated in this document. The contractor shall propose and submit a comprehensive Structured Cabling Solution, WLAN and active network solutions to define the infrastructure (cables, faceplates, patch panels, outlets and frames, Wireless Access Points, UPS power backup system, etc.) necessary to build a uniform premises distribution system.

The contractor will implement a high-level structure cabling for the entire police department as indicated in this TOR

WIRING AND EQUIPMENT

The installation of high tech wiring system to support wireless access point or wires routers to provide high speed internet connectivity for all the offices, conference rooms etc.

The contractor should also setup a server/equipment room and install a 9U Server Cabinet to fit networking components; Network Switch, Data Routers, Network Patch Panels etc.

The contractor will be expected to provide all networking components, Network Switches, Data Routers, Cables, Network Patch Panels etc.

There will be a data center/central server room which will be determine by the service provider on a given floor with possible uplinks to the same floor which houses the communication equipment (switches, servers, other network peripherals, Internet links, etc). a UPS preferably APC 650 will host the required switches, patch panels and Backbone cabling. The WLAN access points will be installed in strategic locations so as to avoid excessive broadcast outside of the building, but sufficiently distributed within the building to be accessible from all sections on each given floor.
**Detailed TOR is as follows:**

1. Analyze and identify network solution requirements of the UL Department for Economic in accordance to the specified network diagram which will be presented to the qualify vendor;

2. Propose a comprehensive network solution for the identified requirements; Contractor shall submit detailed scope of work for proposed solution. This shall include all wiring diagrams and description of materials to be used to produce the structured cabling infrastructure.

3. Install, Configure and Test active and passive equipment required for the proposed solution as per requirements of structured network infrastructures; the contractor must supply and deliver required patch panels, cabling, faceplates and trunks on the floor and the datacenter.

4. End to end Tagging and Labelling: Each socket must be labelled with the same id with its corresponding socket on the patch panel.

5. Testing: Each cable must be tested when it is terminated and the results of the test be catalogued to be submitted to the client.

6. **Trunking:**
   a) The Contractor shall provide and install a fully functional and complete backbone system to support the existing network.
   b) The Contractor shall provide the cabling medium, equipment racks, fiber cabinets, patch cables, connectors and other equipment to provide a complete system.
   c) Cabling shall have an effective modal BW of 4900 MHz-km at 850 nm.

7. Provide 6 months’ service guarantee after the acceptance test.

8. Accommodate provision for future enhancements and capacity growth with minimum modification and interruption to the current cable layout and design.

**4.0 Solution Components**

i. The Offeror shall quote a standardized network solution for the proposed LAN infrastructure meeting a total of 50 nodes to be used for Data will be required.

ii. All items to be delivered by the vendor shall include all necessary switches, pitch panels, cables, connectors, terminators, cabinets, trunking materials, cable runs and any other relevant components needed to complete the cable infrastructure.

iii. WLAN ports shall be installed either on the wall close to the ceiling or on the ceiling itself. UTP, WLAN installation locations will be shared with the successful vendor. However, vendors may change the locations based on a WIFI spectrum distribution analysis.

iv. Offeror shall quote adequate configurations for above sample bill of material (BOM), by considering best practices.

**5.0 Cabling & Equipment Standards**

5.1 **Conformity to Standards**

The Following standards are to be complied with:

b. EIA/TIA 568B: Commercial Building Telecommunications Cabling Standard (2002)


d. Transmission Performance Specifications for 4 Pairs 100 O Category 6e Cabling.
5.2 Communication Outlets
   a. Universal RJ45 type, accepting IP Telephony and data plugs (RJ45).
   b. It should meet or exceed ISO/IEC 11801:2002 class E, TIA/EIA 568-B.2.1 Category 6e Component Specifications.
   c. It should be ETL Certified to meet EIA/TIA 568B.2-1 Category 6e Standard.
   d. It should have an inbuilt conductor management system for well-controlled terminations.
   e. Number of Plug Insertion Cycles: = 750
   f. Contact Resistance: = 1 mO typical
   g. Contact Re-terminations: = 200

5.3 Horizontal Cabling
The horizontal cables should be CAT6e 4-pair unshielded twisted pair (UTP) with 100Ω ± 3 Ω impedance at 250 MHz. The cable should be of 4 twisted pairs of 24 AWG solid conductors. The cable shall be run using a star topology from the communication closet rooms to each work area outlet. Cable diameter should not exceed 5.8mm. Electrical Characteristic at 20° C must be as follows:
- Conductor DC resistance (Max): 9.38Ω/100m.
- DC resistance unbalance (Max): 2%.
- Operating Temperature (Max): 75° C.
- Worst Case cable skew: 45ns/100m.

The cable must comply with the following standards: UL Subject 444. ETL verified to EIA/TIA 568B.2-1.

Delivery / Installation Period: Please specify your delivery/installation period, and note that delay will incur a penalty.

The below indicates the number of switches per location, rack size, and the number of drops:

Please provide your unit and total cost breakdown based on the above requirements. Evaluation of the quotes will be based on the technical expertise/experience of both the company and their personnel and also the cost.

Kindly provide CVs of the personnel that will work on this assignment.

The contract will be awarded to the lowest cost amongst the technically qualified bidders.

Delivery Period: As specified. The work has to be completed in not more than two working weeks latest and that delay will incur a penalty.

In Addition:
Work Assignment

Work to be requested is typically of an urgent nature and can be as small as one cabling run from one location to the LAN closet room, but may be as large as setting up multiple cabling with networking switch.

You are required to submit a diagrams with best solution with supporting diagrams.

A copy of UNMIL Building ground floor diagram is attached to this document for your review and proposal, but the site visit will also provide an idea of the scope required

Operational procedures
Structured cabling may be required during working hours as well as on Saturdays, Sundays and holidays as the need dictates. The offeror will be required to submit to the building management the requisite certificate of insurance prior to work commencing.

Hiring of Personnel

The successful offeror shall:
ensure that its personnel discharge their functions and conduct themselves at all times in a manner befitting the image and interests of UNDP. The successful offeror shall be responsible for the professional and technical competence of its employees and for their respective union affiliation.
Notify UNDP with 24 hours in writing should the successful proposer learn that any of its employees working at UNDP has engaged, or is engaging in any misconduct or violation of the contract that will result from this RFP. Confirm to UNDP that the employees have been screened through background checks for security purposes.

All workers are to wear uniforms clearly identifying their company name and/or logo at all times in addition to UN ID cards when working on UNDP premises.

Please mention your specifications and ensure that your specifications correspond to the specifications on the RFQ document. There should not be any changes in specification after award of contract.

The UN Agencies reserve the right to reject any or all bids received to this Request for Quotation and also the right to split awards for any of the items and place separate or multiple orders.

Any award resulting to this RFQ will be subject to the UNDP general Terms and Conditions for commercial services.

Estimated Requirements:
(Please note that these items may be increased or decreased by 10-20%)

**Network Cabling Items needed**

<table>
<thead>
<tr>
<th>Items</th>
<th>Quantity</th>
<th>Description / Specifications of Goods</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cat cable</td>
<td>8 each</td>
<td>Cat 6/6e plenum grade-A cable box (305 M)</td>
</tr>
<tr>
<td>Gang faceplate+ cup</td>
<td>24 each</td>
<td>Gang faceplate+ cup (Double)</td>
</tr>
<tr>
<td>Keystone</td>
<td>48 each</td>
<td>Cat 6/6e keystone</td>
</tr>
<tr>
<td>Patch cable</td>
<td>48 each</td>
<td>Cat 6/6e Patch cable (2’ 0&quot;) Cat</td>
</tr>
<tr>
<td>Patch cable</td>
<td>48 each</td>
<td>Cat 6/6e Patch cable (10’ 0&quot;)</td>
</tr>
<tr>
<td>Patch Panel</td>
<td>1 each</td>
<td>Cat 6 Patch Panel (48 ports)</td>
</tr>
<tr>
<td>Screws Pegs</td>
<td>3 each</td>
<td>Screws Pegs pack &amp; drill bits Cable</td>
</tr>
<tr>
<td>Cable Ties</td>
<td>3 each</td>
<td>Cable Ties (Pks)</td>
</tr>
<tr>
<td>channels box</td>
<td>8 each</td>
<td>Assorted channels box</td>
</tr>
<tr>
<td>Wall Mount Cabinet</td>
<td>1 each</td>
<td>Wall Mount Cabinet - 9U</td>
</tr>
<tr>
<td>Switch - cisco</td>
<td>1 each</td>
<td>Switch - 48 Port - cisco 3750 / 3560 POE</td>
</tr>
<tr>
<td>Wireless Access points</td>
<td>2 each</td>
<td>Wireless Access points - cisco 1601i /2602i</td>
</tr>
<tr>
<td>Professional fees</td>
<td>Lumpsum</td>
<td>Professional fees</td>
</tr>
</tbody>
</table>
FORM FOR SUBMITTING SUPPLIER’S QUOTATION

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

Annex 2

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: RFQ/UNDP/LBR/SPU/2017/056

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description/Specification of Goods</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price per Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cat 6/6e plenum grade-A cable box (305 ft)</td>
<td>8 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Gang faceplate+ cup (Double)</td>
<td>24 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Cat 6/6e keystone</td>
<td>48 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Cat 6/6e Patch cable ( 2' 0&quot;) Cat</td>
<td>48 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Cat 6/6e Patch cable ( 10' 0&quot;)</td>
<td>48 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Cat 6 Patch Panel (48 ports)</td>
<td>1 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Screws Pegs pack &amp; drill bits Cable</td>
<td>3 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Cable Ties (Pks)</td>
<td>3 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Assorted channels box</td>
<td>8 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Wall Mount Cabinet - 9U</td>
<td>1 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Switch - 48 Port - cisco 3750 / 3560 POE</td>
<td>1 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Wireless Access points - cisco 1601i /2602i</td>
<td>2 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Professional fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Add : Other Charges (pls. specify)</td>
<td></td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td><strong>Total Final and All-Inclusive Price Quotation</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

4 Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes
**TABLE 3: 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>Delivery Lead Time</td>
<td></td>
</tr>
<tr>
<td>Warranty Period 1 year, with complete repair and replacement options in case of any manufacturing defect or defects during the warranty period due to technical reasons</td>
<td></td>
</tr>
<tr>
<td>Validity of Quotation</td>
<td></td>
</tr>
<tr>
<td>All Provisions of the UNDP General Terms and Conditions</td>
<td></td>
</tr>
</tbody>
</table>

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

*Name and Signature of the Supplier’s Authorized Person*  

*Designation*  

*Date*
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 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 DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES
Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING
The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION
7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.
8. INTELLECTUAL PROPERTY INFRINGEMENT
The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP
In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
9.2 Refuse to accept delivery of all or part of the goods.
9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY
Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier’s cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY
11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier’s rights or obligations under this Purchase Order.
11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM
The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING
The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR
The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral or social development.
Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES
The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed To Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES
16.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this
Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party’s request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor’s personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor’s personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.