



REQUEST FOR QUOTATION (RFQ)

For the supply and delivery of Home Appliances to UNDP/NIBP

NAME & ADDRESS OF FIRM:	DATE: 06 April 2011
	REFERENCE: <i>UNDP/AFG/2011/0077</i> <i>Supply and delivery of Home Appliances to UNDP/NIBP</i>

Dear Sir / Madam:

You are kindly requested to submit your quotation for the supply and delivery of home appliances, where technical specifications are described in **Annex A** of this request for quotation.

Your quotation should be submitted to **UNDP Country Office in Shah Mahmood Ghazi Watt, Kabul** not later than **13th April 2011 (03:00 PM) Kabul Local Time.**

For any further question you may have regarding this procurement, please contact us at: procurement.af@undp.org - please do not send your bids to this email, otherwise, it will be rejected.

CONDITIONS	
Technical specifications	See Appendix A
Price Schedule and delivery time	See Appendix B
General Terms and Conditions for goods	See Appendix C
Submission Closing Date & Time:	13 th April 2011 (03:00 PM) Kabul Local Time. <i>Late quotations will be rejected.</i>
Reception of the quotations/ Submission Procedure:	Sealed envelopes to: UNDP COUNTRY OFFICE Shah Mahmood Ghazi Watt Kabul, Afghanistan Quote to be submitted in a sealed envelope marked clearly with Tender Reference /Tender Name/Closing Date or by Email to the following email address: bids.af@undp.org
Taxes:	Exclusive of all Local and National Taxes
Delivery Terms (Incoterms 2010):	DAP Kabul, UNDP warehouse
Mode of Delivery:	No mandatory requirement, as long as the goods are delivered within the specified delivery time stated in this tender document.
Payment Terms	Within 30 days after receiving of the invoice & acceptance of goods by UNDP.
Validity of Quotation	■ 60 DAYS
Preliminary Examination - Completeness of quotation.	Partial quotations not allowed

Administrative requirements	<p>Please include the following with your quotation, failure in providing the requested documents may constitute grounds for disqualification:</p> <p>Please provide Company’s valid trade license</p> <p><u>Note: After receipt of quotations, UNDP reserves the right to request any additional information or seek clarifications from the bidder to ascertain responsiveness of offers received."</u></p>
Evaluation Criteria	<ol style="list-style-type: none"> 1. Completeness of quotation 2. Completeness of Administrative documents 3. Compliance with technical specifications 4. Price 5. Delivery time
Warranty	<p>Manufacturer’s warranty, no less than 12 months.</p>
Delivery deadline	<p>Maximum of 4 weeks from the notification of award. This is a requirement.</p>
Liquidated damages for delay:	<p>If the Supplier fails to deliver any or all of the goods or perform any of the services within the time period specified in the Order, UNDP may, without prejudice to any other rights and remedies deduct from the total price stipulated in this Order an amount of 0.5% per day of the value of the Contract up to a period of 4 weeks. Hereafter UNDP AFGHANISTAN has the right to cancel the order.</p>
Others:	<p>N/A</p>
<p>Language: All documentation, including installation and operating manuals shall be in: <input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others</p>	

ANNEX A - TECHNICAL SPECIFICATIONS

Item Name	Technical Requirements	Compliant? Just State Yes (Y) or No (N)	Deviation Please explain if any																	
Split Type Air-conditioner	Samsung 18,000 BTU/hour Air-Conditioner (Split type) – shall have cooling and heating systems (equivalent options are acceptable, if brand and model are clearly mentioned)																			
	<i>Minimum specifications:</i>																			
	<table border="1"> <tr> <td data-bbox="399 415 646 558" rowspan="5">Features</td> <td data-bbox="646 415 967 445">Refrigerant Type</td> <td data-bbox="967 415 1187 445">R22</td> </tr> <tr> <td data-bbox="646 445 967 474">Smart Inverter</td> <td data-bbox="967 445 1187 474">No</td> </tr> <tr> <td data-bbox="646 474 967 504">Micro Plasma Ion</td> <td data-bbox="967 474 1187 504">No</td> </tr> <tr> <td data-bbox="646 504 967 533">Good'sleep Mode</td> <td data-bbox="967 504 1187 533">Yes</td> </tr> <tr> <td data-bbox="646 533 967 558">Compressor Type</td> <td data-bbox="967 533 1187 558">ROTARY</td> </tr> </table>			Features	Refrigerant Type	R22	Smart Inverter	No	Micro Plasma Ion	No	Good'sleep Mode	Yes	Compressor Type	ROTARY						
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	<table border="1"> <tr> <td data-bbox="399 558 646 611" rowspan="2">Energy Efficiency</td> <td data-bbox="646 558 967 588">EER (Cooling, W/W)</td> <td data-bbox="967 558 1187 588">9.38</td> </tr> <tr> <td data-bbox="646 588 967 611">EER (Cooling, btu/W)</td> <td data-bbox="967 588 1187 611">2.75</td> </tr> </table>			Energy Efficiency	EER (Cooling, W/W)	9.38	EER (Cooling, btu/W)	2.75												
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	<table border="1"> <tr> <td data-bbox="399 611 646 827" rowspan="8">Operating Mode</td> <td data-bbox="646 611 967 640">Sleep Mode</td> <td data-bbox="967 611 1187 640">No</td> </tr> <tr> <td data-bbox="646 640 967 669">Timer</td> <td data-bbox="967 640 1187 669">Yes</td> </tr> <tr> <td data-bbox="646 669 967 699">Energy Saving Mode</td> <td data-bbox="967 669 1187 699">Yes</td> </tr> <tr> <td data-bbox="646 699 967 728">Auto Restart</td> <td data-bbox="967 699 1187 728">Yes</td> </tr> <tr> <td data-bbox="646 728 967 758">Digital i Plus</td> <td data-bbox="967 728 1187 758">No</td> </tr> <tr> <td data-bbox="646 758 967 787">Dehumidification</td> <td data-bbox="967 758 1187 787">Yes</td> </tr> <tr> <td data-bbox="646 787 967 816">Turbo Mode</td> <td data-bbox="967 787 1187 816">Yes</td> </tr> <tr> <td data-bbox="646 816 967 846">Auto Changeover</td> <td data-bbox="967 816 1187 846">No</td> </tr> </table>			Operating Mode	Sleep Mode	No	Timer	Yes	Energy Saving Mode	Yes	Auto Restart	Yes	Digital i Plus	No	Dehumidification	Yes	Turbo Mode	Yes	Auto Changeover	No
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	<table border="1"> <tr> <td data-bbox="399 827 646 1068" rowspan="6">Convenience</td> <td data-bbox="646 827 967 856">Remote Controller</td> <td data-bbox="967 827 1187 856">Yes</td> </tr> <tr> <td data-bbox="646 856 967 886">Auto Grille</td> <td data-bbox="967 856 1187 886">No</td> </tr> <tr> <td data-bbox="646 886 967 915">Surrounding Air Control</td> <td data-bbox="967 886 1187 915">No</td> </tr> <tr> <td data-bbox="646 915 967 945">Auto Wind</td> <td data-bbox="967 915 1187 945">Yes</td> </tr> <tr> <td data-bbox="646 945 967 1003">Air Direction Control (Up/Down)</td> <td data-bbox="967 945 1187 1003">AUTO</td> </tr> <tr> <td data-bbox="646 1003 967 1068">Air Direction Control (Left/Right)</td> <td data-bbox="967 1003 1187 1068">MANUAL</td> </tr> </table>			Convenience	Remote Controller	Yes	Auto Grille	No	Surrounding Air Control	No	Auto Wind	Yes	Air Direction Control (Up/Down)	AUTO	Air Direction Control (Left/Right)	MANUAL				
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	<table border="1"> <tr> <td data-bbox="399 1098 646 1203" rowspan="4">Weight</td> <td data-bbox="646 1098 967 1127">Net (Indoor, kg)</td> <td data-bbox="967 1098 1187 1127">9.2kg</td> </tr> <tr> <td data-bbox="646 1127 967 1157">Net (Outdoor, kg)</td> <td data-bbox="967 1127 1187 1157">36.0kg</td> </tr> <tr> <td data-bbox="646 1157 967 1186">Gross (Indoor, kg)</td> <td data-bbox="967 1157 1187 1186">11.2kg</td> </tr> <tr> <td data-bbox="646 1186 967 1203">Gross (Outdoor, kg)</td> <td data-bbox="967 1186 1187 1203">38.0kg</td> </tr> </table>			Weight	Net (Indoor, kg)	9.2kg	Net (Outdoor, kg)	36.0kg	Gross (Indoor, kg)	11.2kg	Gross (Outdoor, kg)	38.0kg								
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	<table border="1"> <tr> <td data-bbox="399 1203 646 1413" rowspan="5">Performance</td> <td data-bbox="646 1203 967 1232">Capacity (Cooling, Btu/hr)</td> <td data-bbox="967 1203 1187 1232">18,000</td> </tr> <tr> <td data-bbox="646 1232 967 1262">Moisture removal (l/hr)</td> <td data-bbox="967 1232 1187 1262">2.0</td> </tr> <tr> <td data-bbox="646 1262 967 1320">Air circulation (Max, M3/min)</td> <td data-bbox="967 1262 1187 1320">14.0</td> </tr> <tr> <td data-bbox="646 1320 967 1379">Noise Level (Indoor High/Low, dB)</td> <td data-bbox="967 1320 1187 1379">42/32</td> </tr> <tr> <td data-bbox="646 1379 967 1413">Noise Level (Outdoor High, dB)</td> <td data-bbox="967 1379 1187 1413">53</td> </tr> </table>			Performance	Capacity (Cooling, Btu/hr)	18,000	Moisture removal (l/hr)	2.0	Air circulation (Max, M3/min)	14.0	Noise Level (Indoor High/Low, dB)	42/32	Noise Level (Outdoor High, dB)	53						
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<table border="1"> <tr> <td data-bbox="399 1549 646 1602" rowspan="2">Silver Coated Health System</td> <td data-bbox="646 1549 967 1579">Silver Coated Filter</td> <td data-bbox="967 1549 1187 1579">Yes</td> </tr> <tr> <td data-bbox="646 1579 967 1602">Silver Coated Evaporator</td> <td data-bbox="967 1579 1187 1602">Yes</td> </tr> </table>	Silver Coated Health System	Silver Coated Filter	Yes	Silver Coated Evaporator	Yes															
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<table border="1"> <tr> <td data-bbox="399 1602 646 1707" rowspan="5">Pure & Clean Air</td> <td data-bbox="646 1602 967 1631">Deodorizing Filter</td> <td data-bbox="967 1602 1187 1631">No</td> </tr> <tr> <td data-bbox="646 1631 967 1661">Pure Filter (HAF Filter)</td> <td data-bbox="967 1631 1187 1661">Preferred</td> </tr> <tr> <td data-bbox="646 1661 967 1690">Catechin Filter</td> <td data-bbox="967 1661 1187 1690">No</td> </tr> <tr> <td data-bbox="646 1690 967 1707">Alergy Filter</td> <td data-bbox="967 1690 1187 1707">No</td> </tr> </table>	Pure & Clean Air	Deodorizing Filter	No	Pure Filter (HAF Filter)	Preferred	Catechin Filter	No	Alergy Filter	No											
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<table border="1"> <tr> <td data-bbox="399 1766 646 1915" rowspan="5">Technical Information</td> <td data-bbox="646 1766 967 1795">SVC Valve (Liquid, OD*L)</td> <td data-bbox="967 1766 1187 1795">6.35mm x 5.0m</td> </tr> <tr> <td data-bbox="646 1795 967 1824">SVC Valve (Gas, OD*L)</td> <td data-bbox="967 1795 1187 1824">12.7mm x 5.0m</td> </tr> <tr> <td data-bbox="646 1824 967 1854">Piping Length (STD, mm)</td> <td data-bbox="967 1824 1187 1854">5</td> </tr> <tr> <td data-bbox="646 1854 967 1883">Piping Length (Max, mm)</td> <td data-bbox="967 1854 1187 1883">15</td> </tr> <tr> <td data-bbox="646 1883 967 1915">Piping Height (Max, mm)</td> <td data-bbox="967 1883 1187 1915">8</td> </tr> </table>	Technical Information	SVC Valve (Liquid, OD*L)	6.35mm x 5.0m	SVC Valve (Gas, OD*L)	12.7mm x 5.0m	Piping Length (STD, mm)	5	Piping Length (Max, mm)	15	Piping Height (Max, mm)	8									
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<p>Refrigerator</p>	<p>Whirlpool 16 cubic feet Top Mount Refrigerator (Model: W6TXNFWQ) or equivalent (please clearly specify the model and brand you offer)</p> <p><i>Minimum Specification:</i></p> <p>Performance</p> <p>Freezer Capacity: 3.9 Cu. Ft. Refrigerator Capacity: 12.0 Cu. Ft. Total Capacity: 15.9 Cu. Ft.</p> <p>Controls</p> <p>Control Type: Single Knob</p> <p>Freezer Features</p> <p>Shelf Type: Fixed Wire</p> <p>Refrigerator Features</p> <p>Total Shelves: 3 Shelf Description: FW Wire Shelf Type: Wire Drawer 1: Crisper Pan</p> <p>Exterior</p> <p>Door Style: Flat - Textured</p> <p>Dimensions</p> <p>Width: 28 Inches Depth with Door Open 90 Degrees: 57 Inches Height To Top Of Cabinet: 65 1/4 Inches</p>		
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ANNEX C - GENERAL TERMS AND CONDITIONS

1. **GOODS AND SERVICES DEFINED:** Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw materials, components, intermediate products and products which the Supplier is required to supply under this Purchase Order. Services are hereinafter deemed to include services ancillary to the supply of the goods including, without limitation, installation, training, transportation and such other obligations as required under this Purchase Order.
2. **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.
3. **TAX EXEMPTION:** 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 exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure. 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. **TRADE TERMS:** Whenever an INCOTERM is used in this Order it shall be interpreted in accordance with the INCOTERMS 2000.
5. **EXPORT LICENSES:** Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export license(s) required for the goods.
6. **PAYMENT:** Payment by UNDP does not imply acceptance of goods nor of any related work or services under this Order. UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of commercial invoice, proof of dispatch and other supporting documents specified in this Purchase Order. 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. 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. The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.
7. **INSPECTION AND ACCEPTANCE:** All goods shall be subject to inspection and testing by UNDP or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to final acceptance by UNDP. If any inspection or test is made on the premises of the Supplier or its supplier, the Supplier, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspection and tests on the premises of the Supplier or its supplier shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the Supplier. Final acceptance or rejection of the goods shall be made as soon as practicable after delivery, but failure to inspect and accept or reject goods shall neither relieve the Supplier from responsibility for non-conforming goods nor impose liabilities on UNDP therefore. The Supplier shall provide and maintain an inspection, quality, and manufacturing process control system covering the goods which is acceptable to UNDP. Records of all inspection work by the Supplier shall be kept complete and made available to be specified in this Order. Copies of all material certifications and test results are to be submitted to UNDP upon request.
8. **FITNESS OF GOODS INCLUDING PACKAGING:** Supplier warrants that the goods conform to the specifications and are fit for the purposes for which such goods are ordinarily used, as well as for purposes, in locations and under circumstances made known to the Supplier by UNDP. Supplier warrants that the goods are new, of current manufacture and free from defects in design, workmanship and materials. The Supplier also warrants that the goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment, in a manner so as to protect the goods during delivery to their ultimate destination. Unless specified otherwise in this Order, the Supplier warrants and certifies that it will repair or replace without expense to UNDP or its clients any goods or components which prove to be defective in design, material, or workmanship within a period of twelve (12) months from the date such goods are delivered to and accepted at the final destination indicated in the Purchase Order, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier.
9. **AFTER SALES SERVICE:** The Supplier shall maintain or provide a service organization reasonably constituted to handle requests from UNDP or its clients for technical assistance, maintenance, service, repairs and overhaul of the goods.
10. **INDEMNIFICATION:** The Supplier shall indemnify, hold and save harmless and defend at its own expense UNDP, its personnel and its clients from and against all suits, claims, demands, and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the Supplier or its personnel or others responsible to the Supplier in the performance pursuant to this Order.
11. **INTELLECTUAL PROPERTY INFRINGEMENT:** The Supplier warrants that the use or supply by UNDP 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.
12. **FIRE AND EXTENDED COVERAGE INSURANCE:** At all times prior to delivery, the Supplier shall effect and maintain continuous fire, hazard and extended coverage insurance upon any goods subject to this Order in an amount equal to the sound insurable value of such goods and labor incorporated therein with loss payable to the Supplier and UNDP as their interests may appear.
13. **VARIATION IN QUANTITIES:** The quantities specified in this Order must not be exceeded or decreased without the prior written authorization of UNDP.
14. **CHANGES:** UNDP may at any time by written instruction make changes within the general scope of this Order. If any such change causes an increase or decrease in the price of or the time required for performance pursuant to this Order, an equitable adjustment shall be made in the order price, or delivery schedule, or both and the Order shall either be amended or terminated or reissued accordingly. Any claim for adjustment under this paragraph must be asserted within thirty (30) days from the date of receipt by the Supplier of the notification of change: providing, however, that UNDP may, at its sole discretion, receive and act upon any such claim asserted at any time prior to final payment under this Order. Failure to agree to any adjustments shall be a controversy within the meaning of Clause 23. However, nothing in this Clause shall excuse the Supplier from proceeding with the Order as changed. No modification of or change in the terms of this Order shall be valid or enforceable against UNDP unless it is in writing and signed by a duly authorized representative of UNDP.
15. **TERMINATION FOR CONVENIENCE:** UNDP may terminate this Order, in whole or in part, upon notice to the Supplier. Upon receipt of notice of termination, the Supplier shall take immediate steps to bring the work and services to a close in a prompt and orderly manner, shall reduce expenses to a minimum and shall not undertake any forward commitment from the date of receipt of notice of termination. In the event of Termination for Convenience, no payment shall be due from UNDP to the Supplier except for work and services satisfactorily performed prior to termination, for expenses necessary for the prompt and orderly termination of the work and for the cost of such necessary work as UNDP may request the Supplier to complete. To the extent that the computation of such payment due from UNDP may not make the Supplier whole in respect of termination under this provision, the Supplier may claim an equitable adjustment in accordance with the procedures for equitable adjustment referred to in Clause 13 above.
16. **REMEDIES FOR DEFAULT:** In case of failure by the Supplier to perform according to this Order, including but not limited to failure to obtain necessary export licenses or to make delivery of all of the goods by the agreed delivery date, 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: (1) procure all or part of the goods from other sources, in which event UNDP may hold Supplier responsible for any excess costs occasioned thereby; (2) refuse to accept delivery of all or part of

the goods; (3) terminate this Order; (4) require Supplier to ship via premium means, at Supplier's expense, to meet the delivery schedule; (5) impose liquidated damages.

17. LIQUIDATED DAMAGES FOR DELAY: Subject to Clause 18, if the Supplier fails to deliver any or all of the goods or perform any of the services within the time period specified in the Order, UNDP may, without prejudice to any other rights and remedies deduct from the total price stipulated in this Order an amount of five-tenths percent (0.5) percent per week of delay up to a maximum of ten (10) percent of the value of this Purchase Order.

18. FORCE MAJEURE: Notwithstanding the provisions of Clauses 16 and 17, the Supplier shall not be liable for default or liquidated damages, if and to the extent that its failure to perform its obligations under this Order is the result of and event of Force Majeure. For purposes of this Order, Force Majeure is defined as an event beyond the control of the Supplier, not involving the Supplier's fault or negligence and not foreseeable and includes acts of God, natural disasters, war (whether or not declared) and other events of a similar nature or force.

19. SOURCE OF INSTRUCTION: The Supplier shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance pursuant to this Order. The Supplier shall refrain from any action which may adversely affect UNDP.

20. OFFICIALS NOT TO BENEFIT: The Supplier warrants that no official of UNDP has received or will be offered by the Supplier any direct or indirect benefit of any kind, or any gift, payment or other consideration in connection with or arising from this Order or the award thereof. The Supplier agrees that breach of this provision is a breach of an essential term of this Order.

21. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP: Unless authorized in writing, the Supplier shall not advertise or otherwise make public the fact that it is performing, or has performed, services for UNDP or use the name (or any abbreviation thereof), emblem or official seal of UNDP for advertising or for any other purpose.

22. ASSIGNMENT AND INSOLVENCY: The Supplier shall not, except after obtaining the prior written approval of UNDP, assign, transfer, pledge or make other disposition of this Order or any part hereof or any of the Supplier's rights or obligations under this Order. Should the Supplier become insolvent or should control of the Supplier change by the virtue of insolvency, UNDP may, without prejudice to any other right or remedy, terminate this Order by giving the Supplier written notice of such termination.

23. SETTLEMENT OF DISPUTES:

• 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. • 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.

24. PRIVILEGES AND IMMUNITIES: Nothing in or relating to this Order shall be deemed a waiver of any of the privileges and immunities of UNDP.

25. CHILD LABOUR: The Supplier represents and warrants that neither it nor any of its affiliates is engaged in a 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.

26. 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.

4. GOODS AND SERVICES DEFINED: Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw materials, components, intermediate products and products which the Supplier is required to supply under this Purchase Order. Services are hereinafter deemed to include services ancillary to the supply of the goods including, without limitation, installation, training, transportation and such other obligations as required under this Purchase Order.

5. 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.

6. TAX EXEMPTION: 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 exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure. 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. TRADE TERMS: Whenever an INCOTERM is used in this Order it shall be interpreted in accordance with the INCOTERMS 2000.

5. EXPORT LICENSES: Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export license(s) required for the goods.

6. PAYMENT: Payment by UNDP does not imply acceptance of goods nor of any related work or services under this Order. UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of commercial invoice, proof of dispatch and other supporting documents specified in this Purchase Order. 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. 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. The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

7. INSPECTION AND ACCEPTANCE: All goods shall be subject to inspection and testing by UNDP or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to final acceptance by UNDP.

If any inspection or test is made on the premises of the Supplier or its supplier, the Supplier, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspection and tests on the premises of the Supplier or its supplier shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the Supplier. Final acceptance or rejection of the goods shall be made as soon as practicable after delivery, but failure to inspect and accept or reject goods shall neither relieve

the Supplier from responsibility for non-conforming goods nor impose liabilities on UNDP therefore. The Supplier shall provide and maintain an inspection, quality, and manufacturing process control system covering the goods which is acceptable to UNDP. Records of all inspection work by the

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Supplier shall be kept complete and made available to be specified in this Order. Copies of all material certifications and test results are to be submitted to UNDP upon request.

8. FITNESS OF GOODS INCLUDING PACKAGING: Supplier warrants that the goods conform to the specifications and are fit for the purposes for which such goods are ordinarily used, as well as for purposes, in locations and under circumstances made known to the Supplier by UNDP. Supplier warrants that the goods are new, of current manufacture and free from defects in design, workmanship and materials. The Supplier also warrants that the goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment, in a manner so as to protect the goods during delivery to their ultimate destination. Unless specified otherwise in this Order, the Supplier warrants and certifies that it will repair or replace without expense to UNDP or its clients any goods or components which prove to be

defective in design, material, or workmanship within a period of twelve (12) months from the date such goods are delivered to and accepted at the final destination indicated in the Purchase Order, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier.

9. AFTER SALES SERVICE: The Supplier shall maintain or provide a service organization reasonably constituted to handle requests from UNDP or its clients for technical assistance, maintenance, service, repairs and overhaul of the goods.

10. INDEMNIFICATION: The Supplier shall indemnify, hold and save harmless and defend at its own expense UNDP, its personnel and its clients from and against all suits, claims, demands, and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the Supplier or its personnel or others responsible to the Supplier in the performance pursuant to this Order.

11. INTELLECTUAL PROPERTY INFRINGEMENT: The Supplier warrants that the use or supply by UNDP 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.

12. FIRE AND EXTENDED COVERAGE INSURANCE: At all times prior to delivery, the Supplier shall effect and maintain continuous fire, hazard and extended coverage insurance upon any goods subject to this Order in an amount equal to the sound insurable value of such goods and labor incorporated therein with loss payable to the Supplier and UNDP as their interests may appear.

13. VARIATION IN QUANTITIES: The quantities specified in this Order must not be exceeded or decreased without the prior written authorization of UNDP.

14. CHANGES: UNDP may at any time by written instruction make changes within the general scope of this Order. If any such change causes an increase or decrease in the price of or the time required for performance pursuant to this Order, an equitable adjustment shall be made in the order price, or delivery schedule, or both and the Order shall either be amended or terminated or reissued accordingly. Any claim for adjustment under this paragraph must be asserted within thirty (30) days from the date of receipt by the Supplier of the notification of change: providing, however, that UNDP may, at its sole discretion, receive and act upon any such claim asserted at any time prior to final payment under this Order. Failure to agree to any adjustments shall be a controversy within the meaning of Clause 23. However, nothing in this Clause shall excuse the Supplier from proceeding with the Order as changed. No modification of or change in the terms of this Order shall be valid or enforceable against UNDP unless it is in writing and signed by a duly authorized representative of UNDP.

15. TERMINATION FOR CONVENIENCE: UNDP may terminate this Order, in whole or in part, upon notice to the Supplier. Upon receipt of notice of termination, the Supplier shall take immediate steps to bring the work and services to a close in a prompt and orderly manner, shall reduce expenses to a minimum and shall not undertake any forward commitment from the date of receipt of notice of termination. In the event of Termination for Convenience, no payment shall be due from UNDP to the Supplier except for work and services satisfactorily performed prior to termination, for expenses necessary for the prompt and orderly termination of the work and for the cost of such necessary work as UNDP may request the Supplier to complete. To the extent that the computation of such payment due from UNDP may not make the Supplier whole in respect of termination under this provision, the Supplier may claim an equitable adjustment in accordance with the procedures for equitable adjustment referred to in Clause 13 above.

16. REMEDIES FOR DEFAULT: In case of failure by the Supplier to perform according to this Order, including but not limited to failure to obtain necessary export licenses or to make delivery of all of the goods by the agreed delivery date, 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: (1) procure all or part of the goods from other sources, in which event UNDP may hold Supplier responsible for any excess costs occasioned thereby; (2) refuse to accept delivery of all or part of the goods; (3) terminate this Order; (4) require Supplier to ship via premium means, at Supplier's expense, to meet the delivery schedule; (5) impose liquidated damages.

17. LIQUIDATED DAMAGES FOR DELAY: Subject to Clause 18, if the Supplier fails to deliver any or all of the goods or perform any of the services within the time period specified in the Order, UNDP may, without prejudice to any other rights and remedies deduct from the total price stipulated in this Order an amount of five-tenths percent (0.5) percent per week of delay up to a maximum of ten (10) percent of the value of this Purchase Order.

18. FORCE MAJEURE: Notwithstanding the provisions of Clauses 16 and 17, the Supplier shall not be liable for default or liquidated damages, if and to the extent that its failure to perform its obligations under this Order is the result of and event of Force Majeure. For purposes of this Order, Force Majeure is defined as an event beyond the control of the Supplier, not involving the Supplier's fault or negligence and not foreseeable and includes acts of God, natural disasters, war (whether or not declared) and other events of a similar nature or force.

19. SOURCE OF INSTRUCTION: The Supplier shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance pursuant to this Order. The Supplier shall refrain from any action which may adversely affect UNDP.

20. OFFICIALS NOT TO BENEFIT: The Supplier warrants that no official of UNDP has received or will be offered by the Supplier any direct or indirect benefit of any kind, or any gift, payment or other consideration in connection with or arising from this Order or the award thereof. The Supplier agrees that breach of this provision is a breach of an essential term of this Order.

21. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP: Unless authorized in writing, the Supplier shall not advertise or otherwise make public the fact that it is performing, or has performed, services for UNDP or use the name (or any abbreviation thereof), emblem or official seal of UNDP for advertising or for any other purpose.

22. ASSIGNMENT AND INSOLVENCY: The Supplier shall not, except after obtaining the prior written approval of UNDP, assign, transfer, pledge or make other disposition of this Order or any part hereof or any of the Supplier's rights or obligations under this Order. Should the Supplier become insolvent or should control of the Supplier change by the virtue of insolvency, UNDP may, without prejudice to any other right or remedy, terminate this Order by giving the Supplier written notice of such termination.

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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.

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