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**REQUEST FOR QUOTATION (RFQ)**

REFERENCE: **RfQ15/01017**

DATE: **02 July 2015**

Dear Sir / Madam:

We kindly request you to submit your quotation for **Supply and Installation of the Early Warning Systems in 2 (two) localities in the Republic of Moldova** as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **20 July 2015, 16:30 (Moldova local time)** and via e-mail or courier mail to the address below:

**United Nations Development Programme in Moldova**  
**131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova**  
**Attention: Registry Office/Procurement**  
**tenders-Moldova@undp.org**

Quotations shall be submitted in English or Romanian duly signed and stamped and shall be marked with the note **“RfQ15/01017: Supply and Installation of the Early Warning Systems in 2 (two) localities in the Republic of Moldova”**.

Quotations submitted by email must be limited to a maximum of 5MB, virus-free and no more than 5 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 requirements and conditions pertaining to the supply of the abovementioned good/s:

Delivery Terms [INCOTERMS 2010]	<input checked="" type="checkbox"/> DAP
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror
Exact Address of Delivery Location (identify all, if multiple)	The early warning systems should be delivered and installed in mid-November 2015 to the following locations: <b>Copanca (Causeni)</b> - electronic transmitters locally in villages and Control Center in the district level (Causeni)

	<b>Taraclia (Causeni)</b> - electronic transmitters locally in villages and Control Center in the district level (Causeni)
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	<input checked="" type="checkbox"/> Not later than 10 December 2015
Delivery Schedule	<input checked="" type="checkbox"/> Required
Preferred Currency of Quotation	<input checked="" type="checkbox"/> USD Reference date for determining UN Operational Exchange Rate: 20 July, 2015
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	<b>20 July 2015, 16:30 (Moldova local time)</b>
After-sales services required	<input checked="" type="checkbox"/> Warranty on both parts (minimum 3 years) and labor (minimum 1 year).
Field visit	In order to submit diligent quotation, Offerors are encouraged to inspect the condition of space subject to delivery and installation of electronic transmitters locally in villages and Control Center in the district level (Causeni).  The UNDP focal point for the arrangement is: Ecaterina Melnicenco, DCRR Project Manager Telephone: +373 (0) 22 520860 E-mail: <a href="mailto:ecaterina.melnicenco@undp.org">ecaterina.melnicenco@undp.org</a>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> Romanian <input checked="" type="checkbox"/> Others: Russian
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 3, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Company profile and description of relevant activities performed in the last 5 years (short info up to 3 pages); <input checked="" type="checkbox"/> Copy of Company's Registration Certificate; <input checked="" type="checkbox"/> Detailed technical description of the offered goods including relevant certificated of proposed equipment and quality certificates; <input checked="" type="checkbox"/> Concept of the Company's approach and tentative timelines (schedule) and the diagram of functional system to be provided; <input checked="" type="checkbox"/> CVs of task manager and team members to be involved in the process; <input checked="" type="checkbox"/> Statement or certificate of origin for the offered goods; <input checked="" type="checkbox"/> Quality Management Certificates, if any (ISO 9001, etc.); <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.
Period of Validity of Quotes starting the Submission Deadline Date	<input checked="" type="checkbox"/> 60 days  In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> 100% upon full completion and acceptance of services
Liquidated Damages	0.1% of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated.

Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price; <input checked="" type="checkbox"/> Minimum 5 years of experience in in the field of security and warning systems design and installation; <input checked="" type="checkbox"/> Minimum 5 similar warning system projects previously installed; <input checked="" type="checkbox"/> Availability of Certificates of quality and origin for the offered goods; <input checked="" type="checkbox"/> Acceptability of the Delivery Schedule; <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Warranty on parts for a minimum period of three 3 years and works minimum 1 year; <input checked="" type="checkbox"/> Maximum delivery period not later than 10 December, 2015
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier.
Type of Contract to be Signed	<input checked="" type="checkbox"/> PO contract
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 1 month.
Conditions for Release of Payment	<input checked="" type="checkbox"/> Delivery and complete installation of electronic transmitters locally in villages (Copanca, Taraclia) and Control Center in the district level (Causeni); <input checked="" type="checkbox"/> Complete instruction of local personnel in using provided equipment.
Annexes to this RFQ	<input checked="" type="checkbox"/> Schedule of Requirements and Technical Specifications (Annex 1) <input checked="" type="checkbox"/> Overview of communities (Annex 2) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 3) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4).  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) <sup>1</sup>	Ecaterina Melnicenco, Project Manager <a href="mailto:ecaterina.melnicenco@undp.org">ecaterina.melnicenco@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 the Proposers.

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or

<sup>1</sup> UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

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

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

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.

Sincerely yours,



Narine Sahakyan,  
Deputy Resident Representative



## Schedule of Requirements and Technical Specifications

### 1. BACKGROUND

The Moldova Disaster and Climate Risk Reduction Project, Phase II, is a 3 year project (October 2013 – September 2016), funded and implemented by UNDP. During the first phase of the project a gradual shift of focus from traditional disaster response towards a more comprehensive approach to Disaster and Climate Risk Management oriented at prevention and preparedness could be observed. Building on this, the second phase will put emphasis on developing disaster risk management capacities, raising awareness of the general population and policy- and decision makers and increasing the level of knowledge of practitioners.

The main implementing partners are the Civil Protection and Emergency Situations Service of the Ministry of Interior and its affiliated training centers, Ministry of Environment, Ministry of Health, Crisis Medicine Training Center, Ministry of Education, LPAs, NGOs and CBOs.

The Government of Moldova has fully embraced the need to promote an agenda that would enable the country to become more resilient in the face of future disaster-related shocks. To achieve these, support will be provided Civil Protection and Emergency Situations Service of the Ministry of Interior for piloting the people centered early warning solutions on community level. Two villages Copanca and Taraclia were preselected by the national authorities being vulnerable for natural and man-made (fires) disasters for piloting the Early Warning Solutions on the local level.

Although a high priority for the Moldovan Civil Protection and Emergency Situations Service, currently no intervention was done on community level to establish early warning people centered solution for community level. The Early Warning Solutions will be used by decision makers, local authorities to perform preparedness and response actions in case of natural and man made disasters.

### 2. SCOPE OF WORK

UNDP Moldova is seeking for a qualified company to deliver turn-key, integrated early warning system for 2 villages of the Republic of Moldova: Copanca village, and Taraclia village, Causeni district. The Contractor shall furnish all necessary labour, design, engineering, materials, equipment, supplies, transportation, machinery, tools and travel necessary to perform this contract and execute all the works. **(Overview of localities and places for installing electronic transmitters (sirens) are presented in Annex 2).** Minimum technical requirements for the early warning solutions are presented in **Annex A**.

The following tasks are envisaged for the Company:

- a. Provide, deliver and install the early warning systems for two villages (Copanca and Taraclia) with the Local Command Unit and Control Center on the district level. The system should include the electronic signal transmitters (sirens) installed locally in each village and the Control Center (presenting the specialized software) to be installed in the regional center (Causeni). **Hardware for the Control Center (computer with operational system) will be provided by the project, the company will be responsible for installing the software for Control Center.**
- b. Conduct the instruction of local personnel to ensure the correct system use provide at least one year of system maintenance and guarantee.

### 3. KEY ACTIVITIES AND EXPECTED OUTPUTS

It is expected that a Company will supply all necessary equipment and will carry out all the works related to the installation of the early warning solutions including but not limited to the following activities:

1. **Identification of the most appropriate technical solution, design** and coordinate the project with UNDP and beneficiary, taking due consideration of all applicable norms and standards.

2. **Supply and installation of all equipment**, materials and services needed for successful completion of project. Electronic sirens, internal command unit and other necessary items for ensuring the installation should be done by the company.

Detailed technical requirements are described in the Annex A

3. **Installation of all equipment.**

The company should execute the installation of all equipment in two villages according to the technical design approved on the initial phase. The installation will be done on existing constructions (building or pylon). The Company is solely responsible for complying with the construction norms and standards of the Republic of Moldova in the process of installing equipment.

4. **Configuration of software according to the beneficiary's needs.**

The program interface should be available in Romanian (obligatory) and English or Russian (as the second) languages. The system should have the possibility to integrate more nodes of the warning systems in localities.

5. **Provision of the detailed documentation on the operation and maintenance of the system.**

Detailed documentation on the operation and maintenance of the system installed locally (electronic sirens and local control module) and of the Control Center (software installed on the district level) should be done in Romanian and have the second language Russian or English.

6. **Provision of basic training and training materials for key persons responsible for the operation of the system.**

- A training session (half of the day) for the representatives from two villages on operation of the system in localities (electronic sirens and local control module) should be held (up to 5 persons);
- Two on-job trainings (one per locality) should follow the joint training session. Half of the day each (up to 5 persons);;
- One day training for operation of the Control Center (software) should be held for the representatives from regional and national level (up to 6 persons);
- Provision of the detailed information/instructions in Romanian and/or Russian language on operation of electronic sirens, local control module and the control center (software) should be prepared for the above-mentioned trainings.

7. **Commissioning of the system.**

The commissioning of the system should be done not later than December 10, 2015. Execution of all works and providing of basis training for responsible persons should be fully completed. The delivery acceptance act should be signed by the company, UNDP Moldova and the Beneficiary of the system.

8. **Provision of maintenance assistance and warranty.**

- The Company should ensure at least 12 months of maintenance from the date of the Delivery-Acceptance Act signature.
- Software upgrade should not imply the change of the hardware.
- The identified problem is considered to be solved if during the next 30 days it does not appear once again.
- For the effective functioning of the system technical support should be provided during the maintenance period for the users: solving the identified problems, provided the requested guidance and support for the system users, assistance in configuring and support on the local and regional levels.
- Warranty for the parts of the system should be:
  - Minimum 1 year for installation works;
  - Minimum 3 years for hardware provided;

- Long-life warranty for the software

#### 4. DURATION OF THE WORK

The assignment has to be accomplished during the period 30 July 2015 – 10 December 2015.

<b>Key Deliverables</b>	<b>Due date</b>
Identification of the most appropriate technical solution, design and coordinate the project with UNDP and beneficiary, taking due consideration of all applicable norms and standards.	August 10, 2015
Procurement and supply of all equipment, materials and services needed for successful completion of project.	September 21, 2015
Installation of all equipment.	November 10, 2015
Configuration of software according to the beneficiary's needs.	November 30, 2015
Provision of the detailed documentation on the operation and maintenance of the system.	November 30, 2015
Provision of basic training and training materials for key persons responsible for the operation of the system.	November 30, 2015
Commissioning of the system.	December 10, 2015
Provision of maintenance, assistance and warranty.	12 months from the date of the Delivery-Acceptance Act signature

## Technical Specifications

Item	Description of goods/services	Main functions and proprieties
<b>Electronic sirens</b>	Electronic sirens present the outdoor peripheral transmitters of the high acoustic power to send the signal for the zones of high risk.	<ul style="list-style-type: none"> <li>• Acoustic power should be within the range 115-120 dB (A) /30m, power not more than 1000 W to cover the residential area of the village;</li> <li>• Frequency range: from 250Hz up to 3000Hz.</li> <li>• Main power supply: 220-240 VAC/50-60 Hz.</li> <li>• Emergency power supply (maintenance-free batteries) - 24V/12V should ensure: <ul style="list-style-type: none"> <li>○ Number of alarms with emergency power supply at least 48 hours after switching-off the main power supply – min. 20.</li> </ul> </li> <li>• Additionally to acoustic messages, the sirens should be able to transmit recorded or live human voice.</li> <li>• Types of sounds: min. 10 alarm signals (recorded on external memory card), min. 10 voice messages (recorded on external memory card).</li> <li>• Sound recording playback from digital memory (external memory card) in different formats (WAV, MP3). Availability of the auto test mode (including silent test mode).</li> <li>• Enhanced automatic testing routines, including so-called “silent” siren tests, complete functionality tests;</li> <li>• Local activation options via local control module (Internal Command Unit);</li> <li>• Remote activation - via Control Center installed on the district level ;</li> <li>• Operating temperature: <ul style="list-style-type: none"> <li>○ Horns: -30°C to +65°C.</li> <li>○ Local Control Module (indoor): 0°C to +50°C.</li> </ul> </li> <li>• Horns should be made from weather proofed, anticorrosion light material.</li> </ul>
<b>Internal Command Unit</b>	Each siren should have the local control module ( <b>Internal Command Unit</b> ) for operation.	<ul style="list-style-type: none"> <li>• GSM/GPRS/ module for control via mobile operators’ networks (3G optional).</li> <li>• Include control module via TCP/IP.</li> <li>• Module for control via fixed phone lines (PSTN).</li> </ul>



		<ul style="list-style-type: none"> <li>• Should be protected by durable, resistant box which should be installed inside the building (wall mounted), with the protecting level IP 55.</li> <li>• Options of activations/sirens control and sending/transmitting of voice messages on line (real-time voice messages) by local microphone installed.</li> <li>• Should have power up to 1200 W</li> </ul>
<p><b>The Control Center</b> (software)</p>	<p>A specialized software for managing the sirens in the villages to notify and disseminate early warning messages.</p>	<ul style="list-style-type: none"> <li>• The software should have the multi-level access based on the user rights, and should be compatible with MS Windows.</li> <li>• The program interface should be in Romanian and have the second language Russian or English.</li> <li>• The software manages the sirens connected to it and has the following functionality: <ul style="list-style-type: none"> <li>• <i>Early warning and Notification:</i> <ul style="list-style-type: none"> <li>○ Launching the siren in case of disaster (activation of sound/voice message);</li> <li>○ Identifying and evaluation of siren status (test-status)</li> </ul> </li> <li>• <i>Monitoring of the communication channels;</i> <ul style="list-style-type: none"> <li>○ Software should ensure the possibility to monitor the main parameters of the system.</li> <li>○ Software should ensure the possibility to monitor the status of the connected equipment: (Ex. Level of GSM signal, non-authorized launching of the system, Internal Command Unit door opened, etc.)</li> </ul> </li> </ul> </li> </ul>

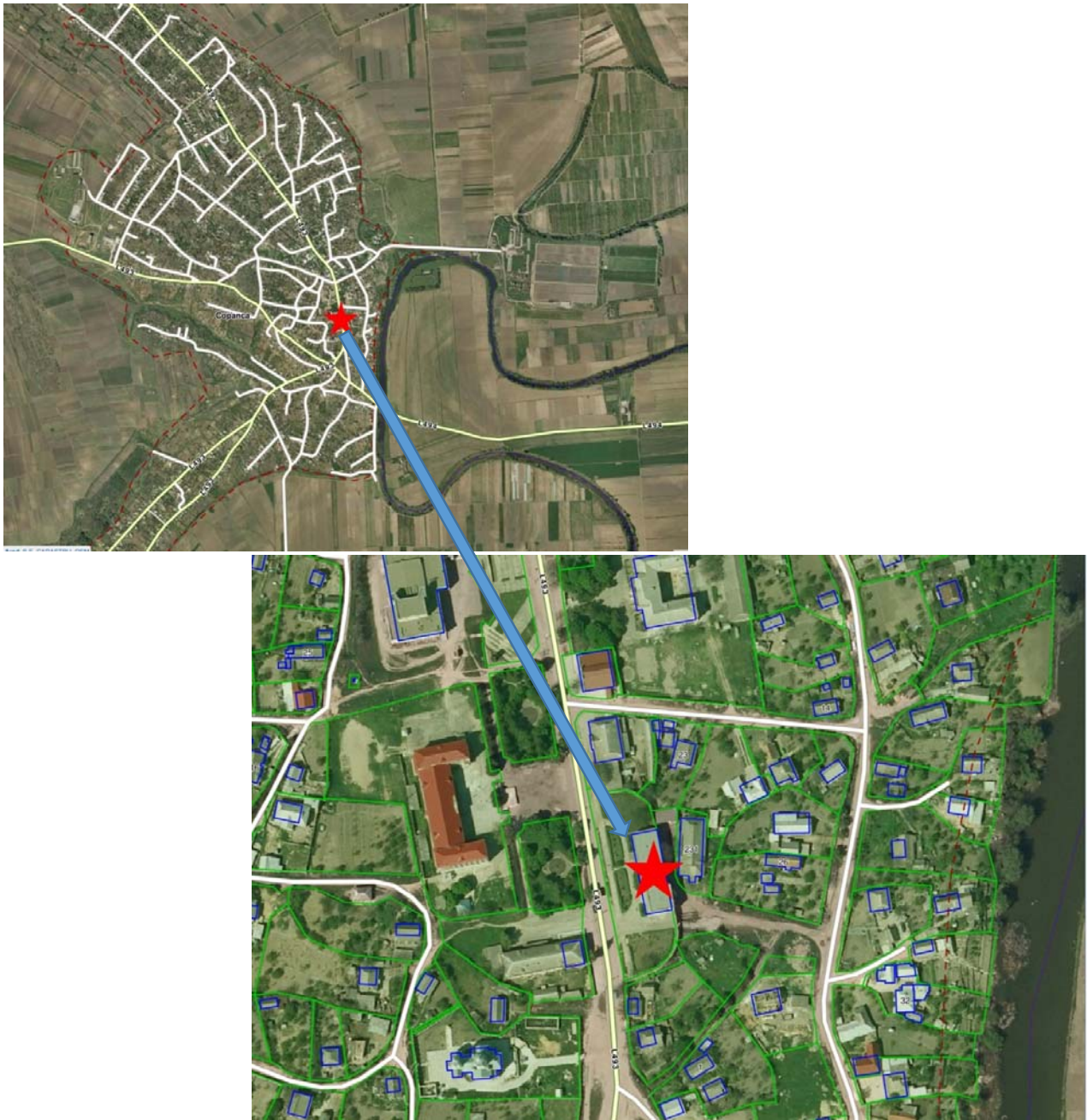
**Important:** The early warning solutions for villages Copanca and Taraclia and the Control Center on the district level (Causeni) should delivered and installed by 10<sup>th</sup> November 2015 the latest, but the instruction of local personnel in using provided equipment should be performed by 30<sup>th</sup> November 2015

**Overview of communities**

**Copanca** is a village in Causeni district. The total area is 21,28 km with a residential area 5.3 km<sup>2</sup>. Copanca village is located on a distance of 24 km from Causeni and 89 km from Chisinau. Population: 5138 citizens: 48.83% - men and 51.17% - women.

The location of the village, border, cadastral data are presented on the page of the National Geospatial data fund: [Copanca village](#)

Electronic transmitters (sirens) should be installed close or on the building of local fire fighters department. The location of the building is indicated on the map below:



**Taraclia** is the only one village from the same name community located in Causeni district. The village is located on South East of Causeni district. The total area of the village is 5.51 km<sup>2</sup> with a perimeter of 15.09 km. The

distance from Copananca village to the central town of the district, Causeni is 26 km, from Chisinau 96 km.  
Population: 4280 citizens: 49% - men and 51% - women.

The location of the village, border, cadastral data are presented on the page of the National Geospatial data fund: [Taraclia village](#)

Electronic transmitters (sirens) should be installed close or on the building of local fire fighters department.  
The location of the building is indicated on the map below:



## FORM FOR SUBMITTING SUPPLIER'S QUOTATION

*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>2</sup>)*

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. **"RfQ15/01017: Supply an Installation of the Early Warning Systems in 2 (two) localities in the Republic of Moldova"**.

**TABLE 1 : Offer to Supply Goods Compliant with Technical Specifications and Requirements**

Item No.	Description/Specification of Goods	Quantity	Unit Price, USD	Total Price per Item, USD
1	Electronic sirens	2		
2	Internal Command Unit	2		
3	The Control Center (software)	1		
4	Installation of all equipment	2		
5	Configuration of software according to the beneficiary's needs	1		
6	Detailed documentation on the operation and maintenance of the system	2		
7	Basic training and training materials for key persons responsible for the operation of the system	2		
8	12 months maintenance assistance and warranty	2		
<b>Total Prices</b>				
Add : Cost of Transportation (if applicable)				
Add : Cost of Insurance (if applicable)				
Add : Other Charges (pls. specify)				
<b>Total Final and All-Inclusive Price Quotation</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) Warranty on both parts (minimum 3 years) and labor (minimum 1 year); b) Technical Support during installation;			

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

Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			

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 effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

### 2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

### 3. TAX EXEMPTION

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

### 4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

### 5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

### 6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and

for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

## **7. INSPECTION**

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

## **8. INTELLECTUAL PROPERTY INFRINGEMENT**

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

## **9. RIGHTS OF UNDP**

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

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

## **10. LATE DELIVERY**

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

## **11. ASSIGNMENT AND INSOLVENCY**

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of 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. 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.