

REQUEST FOR QUOTATION (RFQ) (Goods)

UNITED NATIONS DEVELOPMENT PROGRAMME SIERRA LEONE

DATE: September 11, 2017

REFERENCE: SLE/RFQ/2017/012

Dear Sir / Madam:

We kindly request you to submit your quotation for Procurement of Transmitter and Ancillary Services, 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 Close of Business September 26, 2017 and via (choose appropriate box) $\Box e$ -mail, $\Box courier$ or mail to the address below:

United Nations Development Programme 55 Wilkinson Road Freetown procure.sle@undp.org

Quotations may be submitted by hand or courier services as indicated above and must reach the UNDP office on or before the deadline. Quotations submitted by hand should be registered by Ms. Patricia Harding, Assistant to the Deputy Country Director (Operations) and deposited in the Tender Box located at the entrance of the UNDP Building, Ground Floor in the presence of the bidder or representative. Quotation delivered elsewhere than the specified place and followed explained procedure shall be disqualified.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. As mentioned, quotations that submitted to UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Please take note of the following requirements and conditions pertaining to the procurement of Transmitter and Ancillary services for radio station as explained in details in the technical specifications.



	□FCA			
Delivery Terms	□CPT			
[INCOTERMS 2010]	□CIP			
(Pls. link this to price	⊠DAP			
schedule)	Other			
Exact Address/es of Delivery	UNDP,			
Location/s	55, Wilkinson Road,			
On Hardward of the Good State - Control	Freetown, Sierra Leone.			
	Required if the bidding firm is an international firm, bur if it is a			
UNDP Preferred Freight	local firm it is not required.			
Forwarder, if any	· ·			
Distribution of shipping	Required if the bidding firm is an international firm, bur if it is a			
documents (if using freight	local firm it is not required.			
forwarder)				
Latest Expected Delivery	☑ 10 Working days from the issuance of the Purchase Order (PO)			
Date and Time (if delivery	☑ As per Delivery Schedule attached			
time exceeds this, quote may	Time: Close of business			
be rejected by UNDP)	Time Zone of Reference: Sierra Leone Local Time			
Delivery Schedule	⊠Required			
	□Not Required			
	Required if the bidding firm is an international firm, bur if it is a			
Packing Requirements				
Packing Requirements	local firm it is not required.			
Packing Requirements	local firm it is not required.			
Packing Requirements	local firm it is not required. ⊠ AIR ⊠LAND			
Packing Requirements Mode of Transport	local firm it is not required. □ AIR □ LAND □ SEA □ OTHER			
	local firm it is not required. □ AIR			
	Iocal firm it is not required.			
Mode of Transport	local firm it is not required. □ AIR			
Mode of Transport Preferred	Iocal firm it is not required.			
Mode of Transport Preferred	Iocal firm it is not required.			
Mode of Transport Preferred Currency of Quotation	Iocal firm it is not required.			
Mode of Transport Preferred Currency of Quotation Value Added Tax on Price	Iocal firm it is not required.			
Mode of Transport Preferred Currency of Quotation Value Added Tax on Price Quotation	Iocal firm it is not required.			
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Mode of Transport Preferred Currency of Quotation Value Added Tax on Price Quotation After-sales services required	Iocal firm it is not required.			
Mode of Transport Preferred Currency of Quotation Value Added Tax on Price Quotation After-sales services required Deadline for the Submission	Iocal firm it is not required.			
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Mode of Transport Preferred Currency of Quotation Value Added Tax on Price Quotation After-sales services required Deadline for the Submission of Quotation All documentations, including	Iocal firm it is not required. AIR			

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Documents to be submitted	☐ Technical specifications along with the quotation
Documents to be submitted	Detailing the quantity, type and cost (total and unit) for each
	item
	UNDP reserves the right to award only one of the quotes.
	Confirmation that licenses of this nature have been obtained in
	the past and an expectation of obtaining all the necessary licenses
	should the quotation be selected;
	Quality Certificates (ISO, etc.);
	□ Latest Business Registration Certificate;
	□ Latest Internal Revenue Certificate / Tax Clearance;
	☐ Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer);
	Certificate of Exclusive Distributorship in the country (if
	applicable, and if Supplier is not the manufacturer);
	Evidence/Certification of Environmental Sustainability ("Green"
	Standards) of the Company or the Product being supplied;
	Complete documentation, information and declaration of any
	goods classified or may be classified as "Dangerous Goods".
	Patent Registration Certificates (if any of technologies submitted
	in the quotation is patented by the Supplier);
	Written Self-Declaration of not being included in the UN Security
	Council 1267/1989 list, UN Procurement Division List or other UN
	Ineligibility List;
	Others
	⊠ 60 days
Period of Validity of Quotes	90 days
starting the Submission Date	☐ 120 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	Not permitted ■ Not permitted Not
	Permitted
	■ 100% upon complete delivery and installation of goods
Payment Terms	Others
Liquidated Damages	N/A
Evaluation Criteria	☐ Technical responsiveness/Full compliance to requirements and
[check as many as applicable]	lowest price1
[check as many as applicable]	Full acceptance of the PO/Contract General Terms and
	Conditions [this is a mandatory criteria and cannot be deleted
	regardless of the nature of services required]
	☐ Earliest Delivery / Shortest Lead Time ²
	The made/make of the products
	☐ The Expiring date of the products

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	☑ One and only one supplier
UNDP will award to:	☐ One or more Supplier
	□ Purchase Order
Type of Contract to be Signed	Long-Term Agreement ³ (if LTA will be signed, specify the
	document that will trigger the call-off. E.g., PO, etc.)
	☐ Other Type/s of Contract
	☐ Cancellation of PO/Contract if the delivery/completion is
Special conditions of Contract	delayed by 10 Working days after the PO is signed
	Others
Conditions for Release of	☑ Passing Inspection
Payment	□ Complete Installation
	□ Passing all Testing
	Completion of Training on Operation and Maintenance
	☑ Written Acceptance of Goods based on full compliance with RFQ
	requirements
	Others
Annexes to this RFQ	☐ Technical Specifications of the Goods Required (Annex 1)
	□ Form for Submission of quotation (Annex 2)
	☐ General Terms and Conditions/special Conditions (Annex 3)
	Others
	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	Yonah Samo
(Written inquiries only) ⁴	Procurement Specialist
	Email: yonah.samo@undp.org
	Email: Procure.sle@undp.org
	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.

Services 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 best value for money, 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.

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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.

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 the General Terms and Conditions of UNDP herein attached as Annex 4.

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

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

http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Carine Yengayenge Deputy Country Director (Operations)

September 11, 2017



Technical Specifications

Items to be Supplied*	Quantity	Description / Specifications of Goods	Latest Delivery Date	Compliance Yes/No
Transmitter	1 piece	Transmitter: Minimum 1050w solid state stereo LCD FM transmitter 87.5-108 MHZ composed or Mozart 30 (30w LCD Exciter) General features:		
		- New exciter MAX PRO 7015+ (new in SE+)		
		- Great stereo sound with excellent separation		
		- Special input board with LC filters and protection, very		
		effective against ground loops (new in SE+)		
		- Digital audio input via USB (new in SE+)		
		- Large 4x16 LCD with rotary encoder (new in SE+)		
		- VU meter for audio and power/swr (new in SE+)		
		- Controls can be locked with password (new in SE+)		
		- Optional ethernet audio streaming (new in SE+)		
		- USB, RS232 or Ethernet (optional) remote control via PC		
		- GSM wireless telemetry and android app also available on		
		request		
		- Standard 19" 2H rack, clean design and high quality		
		manufacturing		
		- Low distortion and good Signal/Noise ratio		
		- Modular construction, internal boards can be replaced one		
		by one		
		- Built-in CPU system for controlling and monitoring		
		- Easy change of frequency and other parameters		
		(UP/DOWN keys, no tuning required)		
		- TEMP protection		
		- SWR protection		



		- Professional grade RDS encoder!
		- In our opinion the best quality/price ratio possible.
		- Industrial quality and rugged switching-mode power
		supply
A 4	1 piece	Automo
Antenna	1 piece	Antenna: Antenna feeder calibrated cable, cellflex 7/8" 7/16 connectors 100m length. Includes all fixing accessories such as hanger kits, ground kits, hoisting kits and angle adaptor.
VAC Single Face Lighting	1 piece	VAC Single Face Lighting Protector: 110/220/240 vac single face lighting protector Up to 5000 Watt Maximum Capacity
Protector		Heavy Duty Step Up/Down Voltage Converter
		Transformer (110/120V <> 220/240V)
		Circuit Breaker Protection, converting box
		Technology (Lighter Weight & Noise
		Reduction), Thick Industrial Heavy Grade
		Cord
		Multiple Sockets (German/French Shucko
		Output Socket & Universal Sockets)
		 Weight: 29.25 lbs, Dimensions: 8.75" x 6.75"
		x 12.00", CE Certified
VAC Single	1 piece	VAC Single Face Surge Voltage Protector:
Face Surge Voltage Protector		 Weight 0.50 lb. Dimensions 4"H x 2 1/4"W x 1 1/2"D Tax impulse filter Indicator lights AC power rating 8 Amps (1920 watts total) AC Input / Output 220 - 240 VAC 50 / 60 Hz. Two protected AC outlets Joule rating 1200
Broadband	4 pieces	Broadband Omnidirectional dipole
<u>Antenna</u>		antenna VSWR: 87.5-108mhz General Specifications: 2. 4 GHz ISM sectorized
		omnidirectional antennas Maximum Power: 50



50 ohms			mal Impedance:	
	VSWR: <			
		1.5:1 Radome I	Material: ASA-	
ABS, U	V resistant I	Lightning Prote	ection: DC	
grounde	d Cable: 18	" Pro-Flex ^{тм} Р	lus 195	
Termina	tion: N, fen	nale connector	at power	
		1 7 7 6 6	CFA 8X	
		T. 1070-1		
1	are avanaoi	Consuit o	ne naciony for	
	-l Cussifie	stions Model E	roquency Pange	
	-			
			MHZ 14 dB1*	
5000 000 000				
			1 1	
MSO24014NF 19.75" x 5" OD (501 L x 127 mm				
OD) 8 1	bs (3.6 kg)	-42°C to +75°C	C 125 mph (200	
km/hr)				
Four ways l	oroadbai	nd splitter '	7/16" input	
connector, I	V connec	tors:		
			iHz)	
			1	
4 Way Pow	ver Divider	RF Input		
Ratings				
Into Matched Load VSWR's	In-Phase	180° Out-of-Phase		
1.2:1	40 Watts	40 Watts		
2.0:1	40 Watts	20 Watts		
00	20 Watts	2 Watts		
4 Way Powe	er Combine Ratings	er RF Input		
	Terminal divider is mount (leg mound omnidire options details. Electrical Nominal Divider 16° 3-w Mechan Weight MSO24 OD) 8 Interpretation of the mound of th	Termination: N, fendivider input Mount (1.25" OD properties of the	 Electrical Specifications Model F Nominal Gain Bandwidth @ 1.5:1 Divider MSO24014NF 2400-2500 16° 3-way equal split Mechanical Specifications Model Weight (Mass) Temperature Rang MSO24014NF 19.75" x 5" OD (5 OD) 8 lbs (3.6 kg) -42°C to +75°0 km/hr) Four ways broadband splitter 'connector, N connectors: Broadband Frequency (0.698 - 2.700 G) Low Insertion Loss (0.4 dB avg) High Isolation (30 dB avg) Excellent VSWR (1.10 : 1 avg) Tri Alloy Type N Female (Jack) Low PIM 4 Way Power Divider RF Input Ratings Into Matched Load VSWR's In-Phase Out-of-Phase 1.2:1 40 Watts 20 Watts 20 Watts 20 Watts 20 Watts 20 Watts 	

		Input Signals	In-Phase	180° Out-of-Phase			
		Coherent	4 X 10 Watts	4 X 0.5 Watts			
		Non-Coherent	4 X	1 Watt			
Connectors	4 pieces			coupling ca Johm, 5.5m			
		connectors	200,000	70mm, 3.3m	iongen, iv		
		Conductor Material: 14AWG(7*0.75mm) Bare Copper CCA/TC/BC/CCS Dielectric: 7.24mmFoam PE Shielding: 85%Coverage AI foil+ AI braiding)*2 Jacket Nom. Thick: 0.86mm Jacket Material: 2.80mm PVC					
Digital Field Recorder	6 pieces	speaker Long ba 4GB of 8kbps) Intellige	audio and pl attery life end memory to s	ay back throug ables up to 96h store up to 104 it reduces amb	3hrs (MP3		
Phantom broadcaster mic	3 pieces	standard micr studio, voice- Package mus	ew adapter, prophone standover sound site include: 1 x	rovision to mou ds. Ideal for rac tudio, recording	lio broadcasting and so on. x Shock Mount,		



Transmitter	1 piece	Transmitter: 1000w 87.5 – 108MHZ FM Radio prof. Transmitter + 1.2kw dipole antenna + 20m CA	
		Specifications: - RF Output Power: 0 to 1200 Watt, 1W/Step - Frequency range: 87.5-108 Mhz, 100Khz/Step - AC power source: AC100 - 240V ±10%, 50-60Hz, single phase - Frequency Stability: better than ±100Hz - S/N Ratio: More than 60dB - Distortion: less than 0.1% - Modulation: FM,±75KHz peak deviation - Transmission Signal: FM Stereo or Mono - Tuning Design: Stable PLL Technology - Harmonic suppression: < - 65dBC - Stereo Separation: More than 50db - RF Output Connector: L29 (DIN 7/16) -female - RF Output Impedance: 50 ohm - Audio channel Frequency Response: 50 - 15000Hz ±0.15dB - Audio Input Level: -15db, Max -30db - Audio Input Connector: XLR type - AUX Input Connector: BNC type -female - Operating temperature range: -10 to 45 °C - Size of Transmitter Unit: 483mm * 400mm * 88mm (19" Standard 2U case)	
Power supply	1 piece	48 volt power supply: LED indicator power on, short circuit, over load and over voltage protections. No load power consumption < 0.075W. 2 pole AC inlet IEC320-C8. DC output connector: 2.1x5.5mm, center positive plug. Operating temperature range: -30~+70°C & AC input range: 85~264Vac. Dimensions: 79x54x33mm	
Mixer	10 pieces	Sound mixer: CONTROL SURFACE FRAME CAPACITIES:	



Frame 1 — up to 16 physical input faders*

Frame 2 — up to 24 physical input faders*

Frame 3 — up to 32 physical input faders*

Input Panels:

IS - Input Channel Panel (4 Faders per panel; each fader can be mono, stereo or 5.1 surround)

Master Control Panels:

MFS - Submix/Master Output Control Panel

EFS - Monitor (CR, Hdpn, Studio 1 & 2), EQ, Aux Send/Mix-Minus Control, Event Store/Recall, Test Tones, Surround Pan, Router, Mode, Bus Assign

DCM - Compressor/Limiter/Gate, Talkback Assign, Channel Delay, Confidence Feed, Aux Send Masters, Global Page, Display, DCM Masters

Connections:

DSP Engine Link - Fiber (SFP module) or Copper UTP (RJ-45) - dual connectors for redundant operation

Administrative Port - 100M Ethernet - Copper UTP (RJ-45); for setup only

Power - Dual HiPower DB-5 connectors for redundant operation

Bus Structure:

Main Busses

Two 5.1 Program busses with auto downmix

Two Stereo Program busses with auto upmix

Ancillary Bussing

16 Sub-Mix Groups (up to 64 possible)

16 Auxiliary Sends (up to 64 possible)

16 Mix-Minus (up to 64 possible)

Mix-Minus

Up to 128 Bus-Minus mixes

Monitoring

Four monitor feeds (CR/Hdpn/Studio 1&2) each with independent muting and tally control

Communications

Dedicated and programmable Talkback to Aux Sends, Mix-Minus, Bus-Minus and Monitor Mixes



Studio	2 pieces	Studio speaker/monitor:	
speaker /monitor		 Portable studio reference monitors for critical audio production listening Four high performance class D power amps with 50W RMS total power Extremely linear frequency response and precise stereo imaging Extended frequency response from 45 Hz - 20 kHz High & low frequency controls and DESKTOP/SHELF switch to adapt to different room placements. Acoustic settings: high shelf (0dB or -3dB from 4kHz up); low shelf (0dB or -3dB from 250Hz down); desktop (+3.5dB between 1kHz and 10kHz and -1dB below 400Hz) 	
Studio phone	2 pieces	Studio phone: Dimension: 187.5 x 103 x 9.4 mm Weight: 299 g (10.55 oz) Display Type: Capacitive touchscreen, 16M colors Size: 7.0 inches (~71.4% screen-to-body ratio) Resolution: 600 x 1024 pixels (~170 ppi pixel density) Multitouch: Yes Memory Card slot: microSD, up to 64 GB (dedicated slot) Internal: 8 GB, 1 GB RAM Camera Primary: 5 MP, autofocus, LED flash Futures: Geo-tagging, face detection Video: 1080p@30fps Secondary: 2 MP COMMS WLAN: Wi-Fi 802.11 b/g/n, hotspot Bluetooth: 3.0 GPS: Yes, with A-GPS Radio: Stereo FM radio	

^{*}Pls. attach delivery schedule, if relevant, and cluster by lot, if partial bids will be allowed. Specify delivery locations if goods multiple destinations.

Carine Yengayenge **Deputy Country Director Operations**

September 11, 2017



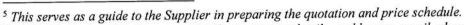
FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁵

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁶)

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:

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

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
7/10					
	Total Prices of Goods ⁷				
	Add: Cost of Transportation				
	Add : Cost of Insurance				
	Add: Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quot	ation			



⁶ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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purposes
⁷ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

TABLE 2: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our		Your Responses				
Quotation are as follows :	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal			
Delivery Lead Time						
Estimated weight/volume/dimension of the Consignment:						
Country/ies Of Origin8:						
Warranty and After-Sales Requirements						
 a) Training on Operations and Maintenance 						
 b) Minimum one (1) year warranty on both parts and labor 						
 Service Unit to be Provided when the Purchased Unit is Under Repair 						
 d) Brand new replacement if Purchased Unit is beyond repair 						
e) Others						
Validity of Quotation						
All Provisions of the UNDP General Terms and Conditions						
Other requirements [pls. specify]						

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]

⁸ If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may be the supplier must submit them and UNDP if a supplier of the supplier of th



General Terms and Conditions

ACCEPTANCE OF THE PURCHASE ORDER 1.

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.

PAYMENT 2.

- 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.

TAX EXEMPTION 3.

- Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the 3.1 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.

RISK OF LOSS 4.

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.

EXPORT LICENCES 5.

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

FITNESS OF GOODS/PACKAGING 6.

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.

INSPECTION 7.

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

INTELLECTUAL PROPERTY INFRINGEMENT 8.

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.

RIGHTS OF UNDP 9.

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.

ASSIGNMENT AND INSOLVENCY 11.

- 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.

USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM 12.

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

PROHIBITION ON ADVERTISING 13.

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.

[Date]

CHILD LABOUR 14.

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.

MINES 15.

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.

SETTLEMENT OF DISPUTES 16.

- Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim 16.1 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.
- Unless, any such dispute, controversy or claim between the Parties arising out of or relating to 16.2 Arbitration. 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.

PRIVILEGES AND IMMUNITIES 17.

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.

SEXUAL EXPLOITATION: 18.

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.

OFFICIALS NOT TO BENEFIT: 19.0

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.

AUTHORITY TO MODIFY: 20.

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.