



REQUEST FOR QUOTATION (RFQ)

Setting up of Automated Early Warning System on Wild Elephants	DATE: September 3, 2018
	REFERENCE: RFQ/ESA/2018/20

Dear Sir / Madam:

We kindly request you to submit your quotation for Setting up of Automated Early Warning System on Wild Elephants, 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 **2pm September 13, 2018** and via, ☒ courier mail or ☒ Hand delivery to the address below:

United Nations Development Programme
202-204, Bauddhaloka Mawatha, Colombo 7, Sri Lanka
Head of Procurement
procurement.lk@undp.org

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.

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

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> DDP
Customs clearance ¹ , if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror

¹ Must be linked to INCO Terms chosen.

Exact Address/es of Delivery Location/s (identify all, if multiple)	Theva Nuwara GND in Karuwalagaswewa Divisional Secretariat Division in Puttalam district. (Pls. refer the maps annexed to the TOR)	
UNDP Preferred Freight Forwarder, if any ²	Not Applicable	
Distribution of shipping documents (<i>if using freight forwarder</i>)	Not Applicable	
Latest Expected Delivery Date and Time (<i>if delivery time exceeds this, quote may be rejected by UNDP</i>)	<input checked="" type="checkbox"/> As per Delivery Schedule attached in the Annex1 Time Zone of Reference : Sri Lanka	
Delivery Schedule	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required	
Packing Requirements	Not Applicable	
Mode of Transport	<input type="checkbox"/> AIR	<input checked="" type="checkbox"/> LAND
	<input type="checkbox"/> SEA	<input type="checkbox"/> OTHER [pls. specify]
Preferred Currency of Quotation ³	<input checked="" type="checkbox"/> Local Currency : LKR	
Value Added Tax on Price Quotation ⁴	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable taxes <input type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes	
After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of 2 years <input checked="" type="checkbox"/> Technical Support <input checked="" type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair <input checked="" type="checkbox"/> Conducting Operation & maintenance trainings in local languages with necessary training materials	
Deadline for the Submission of Quotation	2pm, Thursday, September 13, 2018 and Sri Lanka Time	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input type="checkbox"/> Others [pls. specify, including dialects, if needed]	

²Depends on INCO Terms. The suggestion to use a UNDP preferred courier is only for purposes of familiarity with procedures and documentary requirements applicable to the UNDP when clearing with customs.

³ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

⁴ This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

Documents to be submitted ⁵	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users; <input checked="" type="checkbox"/> 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; <input checked="" type="checkbox"/> Quality Certificates (ISO, etc.); <input checked="" type="checkbox"/> Latest Business Registration Certificate ; <input checked="" type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance; <input checked="" type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); <input type="checkbox"/> Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer); <input checked="" type="checkbox"/> Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied ; <input checked="" type="checkbox"/> Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods". <input type="checkbox"/> Patent Registration Certificates (if any of technologies submitted in the quotation is patented by the Supplier); <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input type="checkbox"/> Others <i>[pls. specify as many as required]</i>
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 90 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 ⁶	<input checked="" type="checkbox"/> Kindly refer the TOR

⁵ First 2 items in this list are mandatory for the supply of imported goods

⁶ UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

Liquidated Damages	Not Applicable
Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ⁷ Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criteria and cannot be deleted regardless of the nature of services required]</i>
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier <input type="checkbox"/> One or more Supplier, depending on the following factors: <i>[Clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Suppliers]</i>
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Contract for goods and services
Special conditions of Contract	Not Applicable
Conditions for Release of Payment	Passing Inspection <i>[specify method, if possible]</i> Complete Installation <input checked="" type="checkbox"/> Passing all Testing <i>[specify standard, if possible]</i> <input checked="" type="checkbox"/> Completion of Training on Operation and Maintenance <i>[specify no. of trainees, and location of training, if possible]</i> <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements <input type="checkbox"/> Others <i>[pls. specify]</i>

⁷ 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.

Annexes to this RFQ ⁸	<input checked="" type="checkbox"/> Specifications of the Goods Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). <input type="checkbox"/> Others <i>[pls. specify, if any]</i> 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) ⁹	<i>Ms. Sugandhi Samarasinghe</i> <i>Technical Coordinator</i> <i>sugandhi.samarasinghe@undp.org</i> 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 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.

⁸ Where the information is available in the web, a URL for the information may simply be provided.

⁹ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

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/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Nilmini Jayatilake
Operation Associate
September 3, 2018

TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS

Automated Early Warning System on Elephants

A. BACKGROUND

"Enhancing Biodiversity Conservation and Sustenance of Ecosystems services in Environmentally Sensitive Areas" is a Global Environment Facility funded project, implemented by the Ministry of Mahaweli Development and Environment (MoMDE) and supported by UNDP, Sri Lanka. The primary objective of this project is "to operationalize Environmentally Sensitive Areas (ESA) as a mechanism for mainstreaming biodiversity management into development, in areas of high conservation significance and this is pilot tested presently at the Kala Oya Basin.

While mainstreaming biodiversity in to development, finding sustainable solutions to human wild animal conflict is one of the remarkable preconditions. Damages to humans, crops and properties of the forest adjacent communities by the wild elephants and killings elephants back by humans have been reported consistently over the last several centuries in Sri Lanka (Department of Wildlife Conservation [DWC], 2008). However, today the human elephant conflict has come to its climax due to rapid loss of elephant habitats including blocking of their movement parts by human actions including large scale land alteration for development. The human population of Sri Lanka has increased by 150% during the last 6 decades (1950-2010) while wild elephant population seems be increased as the population structure of the group is quite healthy. These two figures are sufficient to realize the magnitude of the human elephant conflict in the current context of Sri Lanka where both parties are seriously affected by each other. Presently, local communities of the forest belts, the government agencies and many other non-governmental development agencies are desperately looking for a sustainable solution for human elephant conflict, as it has become one of the crucial constraints to enhance the living conditions of the people live by the forest belt. Moreover, intensified human elephant conflict has undermined most measures taken by the DWC to protect wild elephants and to control the conflict by adopting the situations and it has become the prime cause for elephant deaths in the country today.

While supporting the DWC and other stakeholders on management plan and biodiversity integrated land use plan preparations in Kala Oya Basin the project intends to strengthen the DWC's work on mitigating human elephant conflicts in the region via working with particularly affected communities to develop community action plans – including inter-community early warning systems, plantation of biological fences and supporting habitat improvement activities for elephants as prescribed by the Management Plans for the PAs.

B. SCOPE OF SERVICES, EXPECTED OUTPUTS AND TARGET COMPLETION

Scope:

UNDP requires to pilot test an Automated Elephant Proximity Alarm System as a sustainable solution to mitigate the human wild elephant conflict in the area.

i. Technical Specification:

The System Operation Cycle should be on following order, any add-ons must be notified

- Identify the Approaching Elephants at least 1 km radius distance to Local residences
- Identify the Approaching Zone (The Area Had to divide into sectors (North/ Northwest /South Southwest etc. At least 8 Zones to identify the elephant approaching direction)
- Visible sensor poles (minimum 10 feet height) will flash 1W Red Color Led Flashers covering 360 degrees of the pole if elephant within its range.
- Notify the Control Unit (Using DATA Communications / Radio Frequency)- The control unit has to be fully automated.
- Notify the Colombo Centre/ Local DWC Offices (Using SMS Service / Data Communication to Colombo DWC office)
- SMS Alerts for Village Residences
- Siren Alarm for Village (120 Db siren – All the villagers live within GND must hear the siren So one or more to cover the village)
- When Elephant Leaves Reset of the System (Remote or Local) and system will notify the villagers with another SMS when elephant left or chase away

Elephant Identification

Suggested Elephant Identification Methods (Use the combination of methods based on geographic conditions to identify the Elephant from distance and state the methods against financial quotes)

- Elephant Infrasonic Rumble
- High Mounted Passive Infra-Red (PIR)
- Virtual Fence
- Camera Detection (no recording required, and it has to be a night vision with at least 500 M range. Camera software has to identify the elephants only using machine learning.)

Main Control Unit

- Fully Automated Solar powered Smart Controller with self-reporting and fault-finding System.
- Tamper Security
- Wireless Connectivity up to 256 Sensors
- Remote Monitoring support
- GSM and/or DATA commutations (Bi directional)
- SMS Alert System Over 500 mobile numbers Maximum time limit of 5Min to deliver 500 SMS

- Siren Alarm (How many times 3) flash will off once elephants leave 20 Seconds for every 10Min until elephant leaves the zone.
- Distress AM Signal Broadcast Facility

System Security and Safety

All System Sensors and solar panels has to be protected by a motion activated capacitor discharge Mini Energizers (Recommended Voltage 10000V – Maximum of 120Miliamps)

All sensors have to automatically report its working states to control unit

If a sensor not responding the control unit has to notify the location to check

Main Controller has to have 2 Computers (Main & Backup) to ensure system continues working

All equipment's needs to cover with CE certification and RoHS certification.

Maintains and Warranty

Minimum 2 years Warranty from the finalization date

Nominated DWC staff will be trained on replacing and rebuilding of every part in system. Every part will be numbered and has to be ready to plug and play.

All Outdoor parts need have IP65 Certification

ii. Roles and responsibilities:

- Conducting a feasibility study and identify the sensor and lighting locations at the proposed villages by DWC
- Developing workplan using rural participatory appraisals
- Attending Green procurement and developing relevant estimates
- Installation of automated early warning system, calibration and setting up remote monitoring control centre (A remote automated or manned monitoring centre to see the status of the system)
- Conducting Operation & maintenance trainings in local languages with necessary training materials
- Establishing a SMS Alert System
- Conducting public awareness within community groups and forming youth groups/ volunteers with the support of DWC & ESA project
- Promote bio fencing as a supplementary measure

Expected Outputs ,Target Completion and Payment Terms:

Deliverable	Target date	Estimated time	Payment schedule
A feasibility report and a work plan with on the suitable Village for the Early Warning System to installation	07/ 10/ 2018	7 days	20% instalment of total contract value

Community consultation sessions (300 household visits & one common consultation)	14/ 10/ 2018	7 days	10% instalment of total contract value
Identifying sensor locations with community participation	17/ 10/ 2018	3 days	
Identifying the Light Locations	20/ 10/ 2018	3 days	
Submission of a Proforma invoice	05/11/ 2018	01 days	20% instalment of total contract value
Installing Units & calibration and testing	30/ 11/ 2018	28 days	25% instalment of total contract value
Operation & maintenance training (Minimum 16)	15/ 12/ 2018	14 days	
Setting up Remote Monitoring and Control Centre and testing	30/12/2018	14 days	
Setting up Community youth group (volunteers) and capacitate them with support of DWC for monitoring	15/ 12/ 2018	21 days	15% instalment of total contract value
Public awareness – Level two & promote bio fencing as supplementary measure	15/12/ 2018	3 days	
SMS Alert System	15/12/2018	7 days	10 % instalment of total contract value
Upon signing agreements on operations and maintenance for minimum two years with relevant parties	20/ 12/ 2018	7 days	

C. INSTITUTIONAL ARRANGEMENT

- The Service Provider will be directly responsible to Country Director, UNDP and Director General DWC as the Client shall provide necessary support to the Consultancy firm to execute the assignment during the duration of the consultancy.
- The Service Provider is expected to liaise with ESA Project Management Unit (PMU), UNDP, Department of Wild Life Conservation, Environment Planning & Economics Division of MoMDE, and other entities involved in the implementation of the ESA project as per directives of PMU.

D. DURATION OF THE WORK

Timeframe for overall contract: 06 months starting 26/ 09/ 2018 (ending 28th February 2019)¹⁰

Timeframe for assignment: 122 working days between 26/ 09/ 2018 – 31/ 12/ 2018

E. LOCATION OF WORK

Theva Nuwara GND in *Karuwalagaswewa* Divisional Secretariat Division in Puttalam district. (Pls. refer the maps annexed)

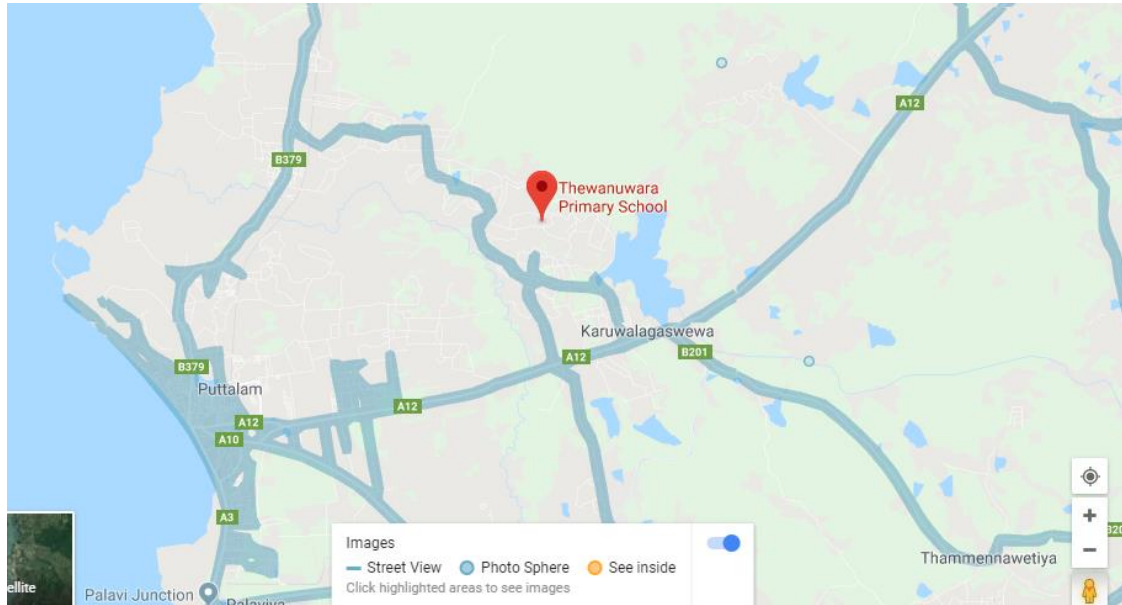
F. COMPANY EXPERIENCE AND REQUIREMENTS:

The consultancy firm will be required to have;

- An Electrical Engineer, Civil Engineer, Expert on Asian Elephant behaviour, Sociologist
 - At least 05 years of experience working in assignments in similar field.
 - Evidence of having facilitated/ performed similar assignments, accompanied by correspondence from referees confirming that such assignments were executed (please include contact details of referees). Submit a DVD containing few video clips or list of links to their production along with the quotation
 - Experience in working with Department of Wildlife Conservation.
 - Excellent technical capacities to ensure smooth and high-quality production.
- Additional experience in development communication will be an added advantage

¹⁰ The overall contract period will cover a period of 06 months on accounts of unforeseeable internal and external delays the project may experience which could impact the completion of the video documentary production during the given time frame

Guidance on the location;



Thewa Nuwara GND is situated in Mee Oya Basin, adjacent to Kala Oya Basin. Theva Nuwara GND to be fully covered by the automated alarm system and the GPS location at Thewanuwaru GN division is given below.

N-104517	E-323345
N106638	E-323453
N-102788	E-320387
N-106232	E-319792

FORM FOR SUBMITTING SUPPLIER'S QUOTATION¹¹

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery¹²)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **RFQ/ESA/2018/20** :

Technical specifications of equipment's should be attached along with the following template to provide financial quotation for the assignment

Table 1

No	Description	Unit (per day) price LKR	No of days	Total
01	A feasibility report and a work plan			
02	Community consultation sessions			
03	Identifying sensor and lighting locations with community participation			
04	Importing required equipment (reflect as appropriate)			
05	Installation, testing and calibration of the Alarm system			
06	Operation & maintenance training of DWC & Volunteers (Minimum 16 participants)			

¹¹ This serves as a guide to the Supplier in preparing the quotation and price schedule.

¹² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

07	Setting up Remote Monitoring and Control Centre			
08	Setting up Community youth group (volunteers) and capacitate them with support of DWC for monitoring			
09	Public awareness – Level two & promote bio fencing as a supplementary measure			
10	SMS Alert System & testing			
11	Agreements and mechanisms on operations and maintenance for minimum two years			
12	Cost of transportation, Accommodation			
	Other (Pls. specify)			
14	All-inclusive cost of Establishing Automated Alarm System			
VAT (If applicable)				
Total (all-inclusive price in LKR)				

Company details

Company Name:

.....

Company address:

.....

Telephone/ Fax and Email:

.....

Contact person and contact details:

.....

Business registration number:

.....

List of links to show case previous services that demonstrate experience:

.....

Client Reference: (Minimum of three references)

Name of client:

Address:

Name of contact person:

Contact numbers:

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			
Country/ies Of Origin ¹³ :			
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance			
b) Minimum two (2) year warranty on both parts and labor			
c) 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			

¹³ If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.

All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

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.

19.0 OFFICIALS NOT TO BENEFIT:

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

20. AUTHORITY TO MODIFY:

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