REQUEST FOR QUOTATION (RFQ)
(Goods & Services)

UNDP IRH RBEC	DATE: 25 July 2019
	REFERENCE: UNDP-IRH-201907-RFQ-18-Groundwater Monitoring System

Dear Sir / Madam:

We kindly request you to submit your quotation for Construction of groundwater monitoring system in 10 sites along the Alazani (Ganik)-Iori aquifer in both Azerbaijan and Georgia, 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 **August 15, 2019** and via (choose appropriate box) ☒*e-mail* to the address below:

United Nations Development Programme
procurement.irh@undp.org

Quotations submitted by email must be limited to a maximum of **35** MB, 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 goods & services:

Delivery Terms [INCOTERMS 2010] *(Pls. link this to price schedule)*	☐FCA ☐CPT ☐CIP ☐DAP ☒Other: DDP	
Customs clearance[1], if needed, shall be done by:	☐UNDP ☒Supplier/Offeror (UNDP-GEF Kura II project will provide official letter from each of focal ministry in Azerbaijan and Georgia stating that these equipment is purchased through GEF grant to the two countries to establish the national monitoring network for groundwater) ☐Freight Forwarder	
Exact Address/es of Delivery Location/s (identify all, if multiple)	10 sites along the Alazani (Ganik)-Iori aquifer in both Azerbaijan and Georgia as shown in the map and the table in Annex 1 of this RFQ.	
Type of competition	International Competition[2]	
UNDP Preferred Freight Forwarder, if any[3]	N/A	
Distribution of shipping documents *(if using freight forwarder)*	N/A	
Latest Expected Delivery Date and Time *(if delivery time exceeds this, quote may be rejected by UNDP)*	31 January 2020	
Packing Requirements	N/A	
Mode of Transport	☒ AIR	☐LAND
	☐SEA	☐OTHER *[pls. specify]*
Delivery Schedule	☒Required	
Packing Requirements	N/A	
Preferred Currency of Quotation[4]	☒United States Dollars	
Value Added Tax on Price Quotation[5]	☒ Must be exclusive of VAT and other applicable indirect taxes	

[1] *Must be linked to INCO Terms chosen.*
[2] *Works are Locally avalible.*
[3] *Depends 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.*
[4] *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. https://treasury.un.org/operationalrates/OperationalRates.php*
[5] *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.*

After-sales services required	☒Warranty on Parts and Labor for minimum period stated in the table in Annex 1 for each component of the monitoring system ☒Technical Support Whenever needed during the first year of operation
Deadline for the Submission of Quotation	COB, *Thursday, August 15, 2019 by 17:00 Istanbul Time (UTC +3)*
All documentations, including catalogs, instructions and operating manuals, shall be in this language	☒ English
Documents to be submitted[6]	☒ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; ☒ 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; ☒ Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; ☒ Minimum 3 years of relevant experience. ☒ Minimum 3 contracts of similar value, nature and complexity implemented over the last 3 years
Period of Validity of Quotes starting the Submission Date	☒ 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	☒ Not permitted
Payment Terms[7]	In 4 installments upon the delivery and approval of the schedule in Terms of Reference

[6] *First 2 items in this list are mandatory for the supply of imported goods*

[7] *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 Terms[8]	☒ 1st installment 15%; 2nd Installment 15%; 3rd installment 40%, and 4th Installment 30%.
Liquidated Damages	Percentage of contract price per day of delay: 0.5% Maximum number of days of delay 20, after which UNDP may terminate the contract.
Evaluation Criteria *[check as many as applicable]*	☒ Technical responsiveness/Full compliance to requirements and lowest price[9] ☒ Comprehensiveness of after-sales services ☒ Full acceptance of the PO/Contract General Terms and Conditions *[this is a mandatory criterion and cannot be deleted regardless of the nature of services required]* ☒ Earliest Delivery / Shortest Lead Time[10] ☒ Training of Staff ☒ Warranty of the delivered equipment
UNDP will award to:	☒ One and only one supplier
Type of Contract to be Signed	☒ Contract for Goods and/or Services
Special conditions of Contract	☒ Cancellation of PO/Contract if the delivery/completion is delayed by 20 days from 31 January 2020
Conditions for Release of Payment	☒ Approval of Detail Work Plan ☒ Approval of all Civil works done on site to install the monitoring system in each site ☒ full installation of the monitoring equipment and full testing of the functionality of the different parts ☒ Testing the transmission of the data between each site and the receiving computer and the Completion of Training on Operation and Maintenance ☒ Written Acceptance of Goods based on full compliance with RFQ requirements

payment of $30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank checque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

[8] *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 checque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.*

[9] *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.*

[10] *This shall be used for time-critical and/or exigent requirements (e.g., post-crisis emergencies, elections, etc.).*

Annexes to this RFQ[11]	☒ Specifications of the Goods Required (Annex 1) ☒ Form for Submission of Quotation (Annex 2) ☒ General Terms and Conditions / Special Conditions: http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html (Annex 3) 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)[12]	*procurement.irh@undp.org* *All questions must be received 5 days before the submission deadline* 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.

[11] *Where the information is available in the web, a URL for the information may simply be provided.*
[12] *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,

UNDP GEF Kura Project
25/ July / 2019

Annex 1

Technical Specification

General Information

1. Title

Construction of the Groundwater online monitoring system in 10 pilot sites in the Alazani (Ganik)- Iori Aquifer (5 sites in Georgia and 5 sites in Azerbaijan) and conducting a 2-day training program in each country for 4 representatives from each country on operation and maintenance of all the components of the monitoring system.

2. Project Title

UNDP GEF Kura Project "Advancing Integrated Water Resource Management (IWRM) across the Kura river basin through implementation of the transboundary agreed actions and national plans"

3. Project Description

Project will be implementing the **Strategic Action Program** (SAP) for the Kura River Basin in partnership with the Governments of Georgia and Azerbaijan. The SAP is framed around four agreed Ecosystem Quality Objectives (EQO) which are:

- To achieve sustainable utilization of water resources to ensure access to water and preserve ecosystem services;
- To achieve water quality such that it would ensure access to clean water for present and future generations and sustain ecosystem functions in the Kura river basin;
- To achieve and maintain ecosystem status whereby they provide essential environmental and socio-economic services in a sustainable manner in the Kura River Basin; and,
- To achieve mitigation of adverse impacts of flooding and climate change on infrastructures, riparian ecosystems and communities.

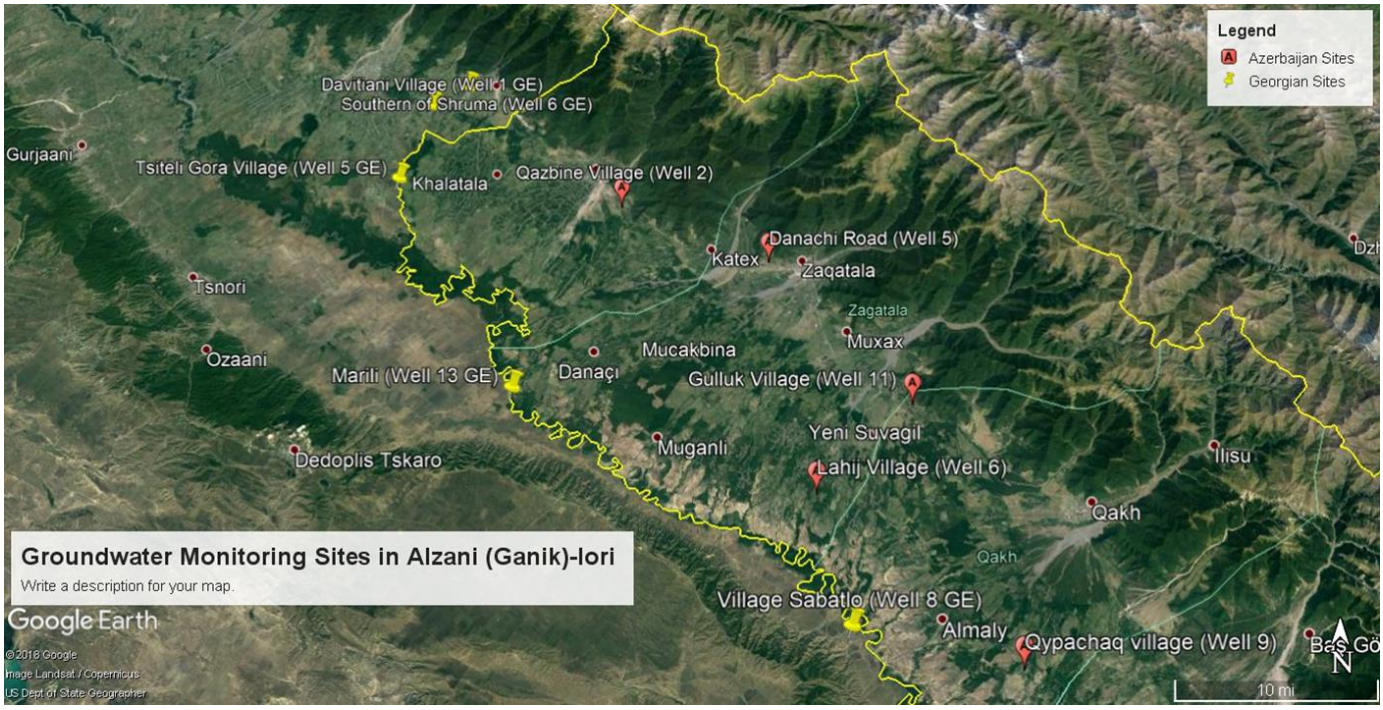
The GEF will support priority activities towards these objectives. The GEF funded SAP implementation Project has the objective "to integrate water resources management in the Kura river basin to address water-energy-food-ecosystem security nexus through the implementation of agreed actions in the SAP". There will be five components to support the countries to achieve this objective. One of the main components of the Project is component 5 "Enhancing science for governance by strengthening monitoring, information management and data analysis systems for IWRM". This component will strengthen monitoring, data assessment and analysis systems in support of improved decision making, and increased exchange of comparable information and analyses between sectors and countries for improved and harmonized water resources management. This will increase applied

water/food/energy/ecosystem security and climate change adaptation including conjunctive uses of both groundwater and surface water.
This component has 4 main outputs where output 5.1 is “improved assessments of geographic distribution of ground and surface waters and seasonal fluctuations”, where the project established a regional working group to assess the available groundwater and surface water resources in the Kura river basin in both countries and support the project’s international expert for water supply and demand in developing the guideline for conjunctive use of both groundwater and surface water resources.

The working group suggested to Install an online monitoring system for groundwater in Alazani (Ganik)-Iori basin. This monitoring system will be used as a pilot to test the efficiency and effectiveness of using this technology in groundwater management. The project hired two national experts (one in Azerbaijan and one in Georgia) to select the most suitable sites for the implementation of this monitoring system. Each of the two experts selected 5 sites along the Alazani (Ganik)-Iori basin suitable for installing this monitoring system.

4. Scope of Work

Supplier will install the online monitoring system for groundwater in 10 existing wells along the Alazani (Ganik) - Iori river basin aquifer (5 sites in Azerbaijan + 5 sites in Georgia) as shown in the following map.



The basic information of these sites are in the following table:

Basic Information for the existing 10 groundwater wells to install the online monitoring for groundwater

Well No	Location	Coordinates (UTM)		Diameter of well, mm	Depth of the well, m	Water level in the well, m	Technical condition of well	Note
		x	y					
Sites in Azerbaijan								
2	Balakan region, Kazbine village	619374	4616323	300	180	7.60	Good, it is protected.	Well pump is installed and operated.
5	Zagatala city, Danachi road	633183	4610061	300	150	56.55	There is a need for protection.	Measurement works are carried out.
6	Zagatala region, Lahij village	637602	4588427	219	180	+0.70	Good	Well, partly used by the rural population.
9	Gakh region, Gipchaq village	653896	4574248	219	185	+0.75	Good	Well, Measurement works are carried out.
11	Gakh region, Gulluk village	646288	4596249	108	70	14.65	Good	Measurement works are carried out.
Sites in Georgia								
1	Village Davitiani	600335	4625800	127		0.37	Good	Current water discharge is 1.5 l/s
5	The eastern periphery of village Tsiteli Gora	597146	4618288	219		1.05	Good	Current water discharge is 2.0 l/s.
6	The southern periphery of village Shroma	601687	4626365	127		0.95	Good	Current water discharge is 2.1 l/s
8	Village Tsiteli Sabatlo	638062	4577471	146		1.12	Good	Current water discharge is 0.5 l/s
13	Milari	610757	4596374	300		1.94	Good	Current water discharge is 1.2 l/s

The contractor will also prepare the materials for a 2-day training on operation and maintenance of the constructed groundwater monitoring system. This training will be conducted in each country separately for 5 representatives from the competent authorities responsible for groundwater management (2-day training in Azerbaijan + 2-day training in Georgia).

The Bill of Quantities for the components of the required groundwater monitoring system in each site are shown in Annex (2).

5. Institutional Arrangements

The contractor will work under direct supervision of and will be directly reporting to the UNDP-GEF Kura II Project Coordinator in each country. The contractor shall work in close cooperation with UNDP GEF Kura Project national expert in each country. The contractor shall submit reports on completion of the tasks to the project PCU. The contractor is expected to interact and collaborate with the Groundwater management authority in each country during the entire period of contract.

6. Duration of the Work

5 months after signing of the contract.

7. Workplace

The 10 existing groundwater wells along the Alazani (Ganik)-Iori river basin as shown in the previous map.

8. Technical specifications of the required equipment

The required online groundwater monitoring System must have the following basic parts in each monitoring station:

1) Datalogger

- Datalogger should have a a screen, able to display all the measured data, and it should meet the following parameters:
    - Incoming channels: Analog and digital channels should provide possibility to connect with at least 10 sensors.
    - Serial communication: RS-232, SDI-12;
    - Datalogger should support , at a minimum, the following protocols: HTTP, FTP, Telnet, SMTP, NTP.
    - Real-time clock accuracy: $\pm$ 4 min. In a year or better. Power supply to a real-time clock should be provided by means of internal battery built-in in a datalogger.
    - Working environment conditions - Temperature: -20 ... +60 ^{0}C or better.
    - Data storage: dataloggers should be able to save the measured data for at least 2 years.

Datalogger must be accompanied by an appropriate software which should allow connecting to it, downloading the data configuration/programming of datalogger according to customer's requirements. The contractor must have the ability to perform the configuration/programming functions without connecting to the manufacturer.

The datalogger should have the ability to remotely connect via GSM communication. Connecting to datalogger should not require static IP address on a SIM card. Remotely connectivity should not be implemented through CSD (Circuit Switched Data) since this service is limited by GSM operators. After connecting, it should be possible to carry out the following operations:

- Receive information about station status (battery voltage, solar panel voltage, free space on the datalogger, sensor status, log files)
- Uploading a configuration file
- Viewing and downloading data

2) Box of datalogger

- Material: Steel or Stainless steel;
- Protection class: no less than IP 66;
- Datalogger box should be attached to additional protective construction. The box must include all the basic components (datalogger, accumulator, charging the device or other related detail(s))
- Datalogger box should be equipped with at least two units of the shutter mechanism

3) Mast

- The height of the mast must be no less than 3 meters (from the ground). Solar panel should be attached to it.
- The mast should be made of solid material

4) Accumulator

- For system's reserve supply should be used closed type of accumulator that does not require service. In case of major shut down, the system feeding should be automatically carried out using the battery (not less than two weeks) without interrupting the system)
- Voltage: 12v.;
- capacity: No less than 26 a/h

5) Solar Panel

- The station must be equipped with a solar panel system with a capacity of not less than 60 watts. Working temperature: -40…+85 or better;
- The solar panel system should be accompanied by appropriate pins to attach to the tower.

6) Charging Device

The charging device should not be integrated into a datalogger and should be placed separately in the box. The charging device should have the following possibilities:

- recharge control with temperature compensation;
- protection of the reversible voltage of the battery
- protection of the battery from the complete discharge
- charging from the solar panel - no less than 10a;
- working temperature -40 … +60 ^{0}C .

7) GSM modem and antenna

GSM modem should be compatible with the network of GSM operators operating in Azerbaijan for the sites in the territory of Azerbaijan and GSM operators operating in Georgia for the sites in the territory of Georgia and meet the following requirements:

- GSM frequency: 850, 900, 1800 and 1900 MHz;
- Control using AT command;
- TCP / IP stack using AT commands;
- Internet Services: FTP, ICMP, DNS, TCP Server / Client, HTTP, SMTP, POP3;
- Data transmission: GPRS Class 10, CSD, SMS, USSD;
- Working temperature: -20 ... +60 or better;
- The sensitivity of the antenna: no less than 5 dB (directed to all sides)
- The GSM modem should not be built into the datalogger and should be placed separately in the datalogger's box.

8) Protective construction (see photos)

- Data-logger box, flow measurer and sensors should be placed in a protective metal construction - in a closet, that must be protected from corrosion.
- Steel protective closet should be made of at least 3mm thick material.
- Protective closet's bottom should be cemented.
- The roof of the protective closet should be at least 30 cm away from the bore pipe. The protective closet's size should be at least 1x1x1m (Length/width/height)
- Connections in borehole construction (pipe) should be carried out with a metal material;
- The protective closet should be equipped with a locking mechanism (padlock or key mechanism);
- The protective coating should be painted with anticorrosion blue color;
- In order to protect the complete set of the installed equipment, every station should be equipped with a lightning conductor. The lightning conductor along with its grounding should be isolated from the protective closet

Indicative Illustrations for protective covers




9) Water flow meter (for the 5 artesian sites in Georgia only)

- With the use of flow meter, it should be possible to monitor flow rate in l/sec or m3/h units
- Measurement range - (according to the bore well)
- Measurement error: not more than 2%.

10) Sensor for measuring Groundwater level (for the 5 sites in Azerbaijan only)

- Pressure range: 0-100 m (based on the current groundwater level in each site)
- Accuracy: ±0.1% of full scale at constant temperature
- Length of the cable: depends on the current water level on each site.
- Operating Temperature: -40° to +185°F (-40° to +85°C)

11) Water temperature measuring sensor

- Measurement range: 0 ... +25 ^{0}C;
- error: no more than 0.5 ^{0}C;
- Length of the cable: no less than 5 m (depends on the current groundwater level in each site)

12) Total dissolved solids (TDS) measuring sensor

- With Common Mineralization (TDS - Total dissolved solids) measurer sensor Data should be available in "mg / l" or "g / l" units (The specific unit will be selected by the buyer's request).
- Measurement range: 0.05 - 2.0 g / l;
- Accuracy: 1% or better;
- Length of the cable: no less than 5 m (depends on the current groundwater level in each site)

13) The sensor of water electrical conductivity

- Measurement range: 0 - 2000 µS / cm and / or 0 - 2 mS / cm (the specific unit will be selected according to the buyer's request);
- Accuracy: 1% or better;
- Length of the cable: no less than 5 m (depends on the current groundwater level in each site)

14) **Water pH (Hydrogen Ion Concentration) measuring sensor**

- Measurement range: 0-14
- Accuracy ± 0.1 or better;
- Length of the cable: no less than 5 m (depends on the current groundwater level in each site)

Data transfer from the automatic station and the server software support.

Data transfer and storage:

- Each monitoring location should be capable of carrying out data transmission with an hour's interval;
- The solar panel and a battery should be used as a station power supply unit. The contractor is obliged to choose the capacity of the solar panel and the battery with the thought of the above-mentioned 1 hour's transmission interval;
- In case of losing connection and then reconnecting with the monitoring site, the data comparison and update process between the datalogger and the server should be automatic;
- The collected data has to be stored using either SQL or in Excel spreadsheets.

Software support:

The contractor must provide the two countries with data storage and analysis software for the collected data from the 10 proposed locations. This software should limit the data collection for each country to the monitoring stations in the territory of this country (So, Azerbaijan software should receive the monitoring data from the 5 stations in its territory, while Georgia software will receive only the monitoring data from the 5 sites in the Georgian territory).

This information system in each country, will allow for receiving, storing and retrieving the monitoring data for each station. This proposed software system must have the following features:

- It should be possible to display any individual station in a digital or graphic form.
- It should be possible to display the data from each sensor simultaneously for any individual station in real-time or any chosen time interval in a digital or graphic form;
- It should be possible to group the stations according to regions and compare the acquired data for any chosen time interval in a digital or graphic form;
- It should be possible to compare the similar water parameters obtained from different stations for a chosen time interval in a digital or graphic form.
- It should be possible to display the minimum, maximum and average indicators for the data obtained from the stations for any chosen time interval.
- It should be possible to export the data obtained from the stations into various formats.

- It should be possible to add and remove users;
- It should be possible to compile and send notifications;
- The server computer should display the current status of every station;

The Contractor is obliged to ensure that the data generated by the proposed monitoring system can be imported into the the current groundwater monitoring information systems existing in Azerbaijan (for the 5 sites in Azerbaijan) and in Georgia (for the 5 sites in Georgia).

The list of components of the procurement object and the accompanying services by countries

For Azerbaijan

Name of Item **Please see technical specifications of each item in annex 1**		**Quantity (piece)**	**Warranty**
datalogger		5	12 months
Datalogger box		5	24 months
Mast		5	24 months
Battery		5	24 months
Solar panel		5	12 months
Charging device		5	12 months
GSM modem and antenna		5	12 months
Protective construction with a lighting conductor		5	24 months
Water quality parameters measuring gear *	Water level pressure sensor	5	24 months
	Water temperature meter	5	12 months
	Total dissolved solids (TDS) meter	5	12 months
	Water electrical conductivity meter	5	12 months
	PH measuring sensor	5	12 months
On-site installation and testing of the monitoring equipment		5	24 months
Desk-top computer for receiving, storage, and analyzing the monitoring data		1	12 months
Receiving Data Management Software		1	24 months

For Georgia

Name of Item **Please see technical specifications of each item in annex 1**		**Quantity (piece)**	**Warranty**
datalogger		5	12 months
Datalogger box		5	24 months
Mast		5	24 months
Battery		5	24 months
Solar panel		5	12 months
Charging device		5	12 months
GSM modem and antenna		5	12 months
Protective construction with a lighting conductor		5	24 months
Water quality parameters	Water flow rate measurement sensor	5	24 months
	Water temperature meter	5	12 months

measuring gear *	Total dissolved solids (TDS) meter	5	12 months
	Water electrical conductivity meter	5	12 months
	PH measuring sensor	5	12 months
On-site installation and testing of the monitoring equipment		5	24 months
Desk-top computer for receiving, storage, and analyzing the monitoring data		1	12 months
Receiving Data Management Software		1	24 months

Additional requirements for the supplier:

Each component of the proposed monitoring system must have a warranty for at least the time period specified in the table, which also includes:

- Technical service of the equipment to ensure uninterrupted operation of the monitoring network station;
- In case of necessity, upon buyer's request, to visit the site with the specialists of the Agency in order to eradicate any errors within 72 hours from notification of the error;
- To repair or replace the defective component at the supplier's expenses in at least 60 (sixty) calendar days after receiving a written order from the buyer in case of discovering the defect upon correct exploitation of the station during the warranty period.

The Contractor is obliged to carry out:

- The construction and installation work in the field for the groundwater monitoring station in each of the 10 selected sites, in which representatives from the UNDP-GEF Kura II project and the national ground water authority in each country will provide support in accessing these sites;
- Equipping the station with the lightning conductor;
- Configuring and programming the water monitoring station in agreement with the procuring entity;
- Testing and handing over the complete monitoring system in each site to the representative of the national groundwater management authority in each country.
- Test and handover the proposed groundwater monitoring software that will be installed in the receiving computer in each country to collect the monitoring data from the monitoring sites in this country (5 sites in each country). This software will provide tools for the visualization and analysis of the collected data.
- The contractor is obliged to carry out the testing of the procurement system as one unit. This means to inspect that both, the datalogger and the sensors in each site are functioning properly and check the data transmission from each site to the receiving computer. In case of identifying any errors or discrepancies with the requirements laid down in the tender document for the procurement of this monitoring system, the UNDP-GEF Kura II project is entitled to refuse to accept and pay for the goods

Additional information for RFQ

Timing

The installation and testing of the groundwater monitoring system in 10 selected sites along the Alazani (Ganik)-Iori aquafer in both Azerbaijan and Georgia should be executed in the period 1st Sep. 2019 – 31st Jan. 2020.

Deliverable

Fully installed and functioning groundwater monitoring system at the 10 selected sites along the Alazani (Ganik)-Iori river basin. This includes:

- 10 installed monitoring sites at the selected locations equipped with online monitoring sensors, datalogger, transmission system, Solar panel, Battery, and shelter.
- 2 receiving computers – one in each country- loaded with the data collection and analysis software.
- 2 copies of the data collection, retrieval, and analysis software (one per country)
- 2-day training materials on the operation and maintenance of the proposed system.
- Conducting the training on the operation and maintenance of the proposed system (once per each country) for 5 representatives from the groundwater management authorities in each country.

Payment schedule

The payment schedule will be as follows:

- Approval of the detailed work plan for the construction of the groundwater monitoring system in 10 selected sites along the Alazani (Ganik)-Iori aquifer in both Azerbaijan and Georgia -15% of the total contract budget by 15 Sep. 2019
- Approval of the civil works constructed in the field for the 10 sites-15% of the total contract budget by 31 Oct. 2019
- Full installation of the monitoring equipment in the 10 sites- 40% of the total contract budget by 30 Nov. 2019
- Testing and handover the systems to the UNDP/GEF Kura II project and conduct training on the operation and maintenance of the proposed system to the representatives from each country - 30% of the total contract budget by 31 Jan. 2020

Qualifications

Assessment of tender bids will be based on the following obligatory key criteria:

- Minimum 3-year experience in installing and maintaining online monitoring systems from water quantity and quality;
- The number and qualifications of technicians working in the installation and maintenance of the online monitoring systems
- The availability of the after-sales maintenance services for the installed system
- The availability of stock of spare parts for the different components of the installed system (Sensors, dataloggers, solar panels, batteries, data transmission system)
- Minimum 3 contracts of similar value, nature and complexity implemented over the last 3 years.

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION[13]

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery[14])

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. _____:

#	Description[15] **Please see technical specifications of each item in annex 1**	unit	quantity	unit price (USD)	Total Including VAT (USD)
1	datalogger	unit	10		
2	Datalogger box	unit	10		
3	Mast	unit	10		
4	Battery	unit	10		
5	Solar panel	unit	10		
6	Charging device	unit	10		
7	GSM modem and antenna	unit	10		
8	Protective construction with a lighting conductor	unit	10		
9	Water flow rate measurement sensor for Georgia	unit	5		
10	Water level pressure sensor for Azerbaijan	unit	5		
11	Water temperature meter	unit	10		
12	Total dissolved solids (TDS) meter	unit	10		
13	Water electrical conductivity meter	unit	10		
14	PH measuring sensor	unit	10		
15	On-site installation and testing of the monitoring equipment	unit	10		
16	Desk-top computer for receiving, storage, and analyzing the monitoring data	unit	2		
17	Receiving Data Managment Software	unit	2		
18	Conduct 2-day training on the operation and maintance	unit	1		

[13] *This serves as a guide to the Supplier in preparing the quotation and price schedule.*
[14] *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*
[15] All equipment should be ISO certified products with minimum warrantee period stated in table in Annex 1 of this RFQ for each part of the proposed system.

	of the delivered system in Azerbaijan				
19	Conduct 2-day training on the operation and maintance of the delivered system in Georgia	unit	1		
20	Other costs related to shipping and delivering the monitoring equipement to the selected sites in each country	unit	1		
Total cost including VET (USD)					
VET Value (USD)					
Total cost Excluding VET (USD)					

Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	**Your Responses**		
	Yes, we will comply	***No, we cannot comply***	***If you cannot comply, pls. indicate counter proposal***
Delivery Lead Time for all equipment			
Estimated weight/volume/dimension of the Consignment:			
Country/ies Of Origin[16]:			
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance			
b) The warrantee period for parts according to the table specified in the TOR.			
c) Service Unit to be Provided when the Purchased Unit is Under Repair			
d) Brand new replacement if Purchased Unit is beyond repair			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
ISO certified products			
Prepare Detailed work plan for the construction of the groundwater monitoring system in 10 sites along the Alazani (Ganik)-Iori aquifer and submit it to			

[16] *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.*

the project PCU asking the approval of the project CTA/RC;			
Full installation of the online monitoring equipment in the selected sites.			
Testing the functionality of the installed system in each site to ensure that all components working according to the specification stated in Annex 2			
Testing the data transmission from each site to the receiving computer and make sure the data can be imported into the current groundwater monitoring system in each country.			
Testing the receiving, retrieving, and analysis software to ensure it function according to the specification stated in Annex 2			
Handover the system to the UNDP/GEF Kura II project technical committee			
Provide technical assistance for the installed system during the warrantee period including change any broken part of the system, unless it is due to miss use from the site owner.			
Training 5 representatives from each country on the operation and maintenance of the installed system. (2-day training in each country)			

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]

Annex 3

GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL (DE MINIMIS) CONTRACTS

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "UNDP"), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the "Contractor"), on the other hand.

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a "Party" or, collectively, "Parties" hereunder, and:

1.1 Pursuant, *inter alia,* to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

2.1 The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the "Services"), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.2 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

2.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the provision of the Services.

3. LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement ("LTA") as indicated in the Face Sheet of this Contract, the following conditions shall apply:

3.1 UNDP does not warrant that any quantity of Services shall be ordered during the term of the LTA.

3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Services from the Contractor hereunder.

3.3 The Contractor shall provide the Services, as and when requested by UNDP and reflected in a purchase order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a purchase order is issued.

3.4 The Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.5 In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

3.6 The Contractor shall report semi-annually to UNDP on the Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a purchase order for the Services during the reporting period.

3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

4.1 FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's provision of the Services.

4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this

Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.

4.2.2 The Contractor shall not provide the Services or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

5. ADVANCE PAYMENT:

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report. All reports shall be written in the English language.

8. RESPONSIBILITY FOR EMPLOYEES:

8.1 The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

8.2 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth above.

9. ASSIGNMENT: The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

10. SUBCONTRACTING: In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

11. INDEMNIFICATION: The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

12. INSURANCE AND LIABILITY:

12.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

12.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury, disability or death in connection with this Contract.

12.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of Services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents,

servants, employees or sub-contractors performing work or services in connection with this Contract.

12.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
12.4.1 Name UNDP as additional insured;
12.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
12.4.3 Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
12.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 12.
13. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

14. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:
15.1 Except as is otherwise expressly provided in writing in the Contract, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

15.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

15.3 At the request of UNDP, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract.

15.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

16. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP.

17. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

17.1 The Recipient shall:

17.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,

17.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

17.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 17, the Recipient may disclose Information to:

17.2.1 any other party with the Discloser's prior written consent; *and*,

17.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that,* for these purposes a controlled legal entity means:

17.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,

17.2.2.2 any entity over which the Party exercises effective managerial control; *or*,

17.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

17.3 The Contractor may disclose Information *to the ext*ent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

17.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

17.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

17.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

18.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

18.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

18.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

19. TERMINATION:

19.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 22.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
19.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.
19.3 In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.
19.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.
19.5 The provisions of this Article 19 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.
20. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

21. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

22. SETTLEMENT OF DISPUTES:
22.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

22.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 22.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other

property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

23. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

24. TAX EXEMPTION:

24.1 Article II, 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 public utility services, and is exempt from customs restrictions, 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 the exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

24.2 The Contractor authorizes UNDP to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

25. MODIFICATIONS: No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26. AUDITS AND INVESTIGATIONS:

26.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

26.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

26.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such

purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

26.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

27. LIMITATION ON ACTIONS:
27.1 Except with respect to any indemnification obligations in Article 11, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 22.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

27.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.
28. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 29 to 35 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

29. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

30. STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall

comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following:

30.1 The UN Supplier Code of Conduct;

30.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

30.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

30.4 UNDP Vendor Sanctions Policy; and

30.5 All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at http://www.undp.org/content/undp/en/home/operations/procurement/business/. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

31. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

32. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

33. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

34. SEXUAL EXPLOITATION:

34.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

34.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

34.3 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.

35. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.