



REQUEST FOR QUOTATION (RFQ)

(Only national suppliers registered in Guyana can submit an offer in response to this RFQ).

NAME & ADDRESS OF FIRM	DATE: April 10, 2018
	REFERENCE: RFQ/UNDP/2018/01

Dear Sir / Madam:

We kindly request you to submit your quotation **for delivery, installation and commissioning of a 21.5 KW Solar PV system with battery storage and LED lights.**, 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 April 24, 2018 and via *e-mail*, to the address below:

United Nations Development Programme
42 Brickdam and United Place
Stabroek Georgetown
GUYANA

Email: procurement.gy@undp.org

Quotations submitted by email must be limited to a maximum of 10 MB, virus-free and no more than 2 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

Project Title	Procurement, Delivery Installation and commissioning of a 21.5-kW grid connected solar PV system with battery storage and LED lights catering only to priority loads at the student dormitory and teachers' quarters at Three Miles Secondary School, Three Miles, Bartica Potaro Road.	
Delivery Terms [INCOTERMS 2010]	<input checked="" type="checkbox"/> DAP. Delivered at Place.	
Customs clearance ¹ , if needed, shall be done by:	<input checked="" type="checkbox"/> UNDP	
Exact Address/es of Delivery Location/s (identify all, if multiple)	Three Miles Secondary School, Three Miles, Bartica Potaro Road GPS Coordinates: 6.378561° Latitude, -58.631357° Longitude	
Delivery Schedule	<input checked="" type="checkbox"/> Required	
Mode of Transport	<input type="checkbox"/> AIR	<input checked="" type="checkbox"/> LAND
	<input checked="" type="checkbox"/> SEA	<input type="checkbox"/> OTHER [pls. specify]
Preferred Currency of Quotation ²	<input checked="" type="checkbox"/> United States Dollars	
Value Added Tax on Price Quotation ³	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes	

¹ Must be linked to INCO Terms chosen.

² 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.

³ 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.

<p>Installation and After-sales services required</p>	<p><input checked="" type="checkbox"/> Installation: The awarded supplier will conduct installation of the entire system including the lights and will remain contractually responsible for the installation and shall factor this cost in the supplier quotation (section annex2). The installation works must be done in accordance with NEC 2014 requirements</p> <p><input checked="" type="checkbox"/> Warranty on Parts and Labour for minimum period of 5 years for the inverter, 10 years for the solar panels, and 2 years for the batteries.</p> <p><input checked="" type="checkbox"/> Minimum required warranty period for the entire system is 1 year from the completion of installation and commissioning. This should be provided in the form of a warranty certificate/statement</p> <p><input checked="" type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair</p> <p><input checked="" type="checkbox"/> Technical Support for 5 years:</p> <p>1) Preventive maintenance: once yearly visit (modules hotspots identifications, wiring, components checking, cleaning and etc). This will be done by local technicians from the supplier</p> <p>2) Corrective maintenance: when something wrong has been identified, technicians will go to the site to fix the problem. This will be done by local technicians from the supplier.</p> <p><input checked="" type="checkbox"/> The supplier will provide sufficient spare parts and elements for easy replacement in case of malfunctioning. The spares should be readily in stock to ensure minimal downtime.</p>
<p>Deadline for the Submission of Quotation</p>	<p>COB, <i>Tuesday, April 24, 2018 and Georgetown, Guyana local time</i></p>
<p>All documentations, including catalogs, instructions and operating manuals, shall be in this language</p>	<p><input checked="" type="checkbox"/> English</p>
<p>Documents to be submitted⁴</p>	<p><input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;</p> <p><input checked="" type="checkbox"/> Previous experience: documentary evidence of a minimum of 3 purchase orders / contracts awarded and served within the past 3 years proving relevant local experience (in Guyana) in supplying the items offered in response to this RFQ and/or items of similar nature and purpose.</p> <p>Each purchase order / contract shall clearly indicate the type and quantities of items and technical specifications, contract amount, date, and customer's current contact details for references to be sought.</p> <p><input checked="" type="checkbox"/> Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured.</p>

⁴ First 2 items in this list are mandatory for the supply of imported goods

	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Supplier must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. They must have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments. <input checked="" type="checkbox"/> Statement of Satisfactory Performance from 3 relevant Clients in supplying the items offered in response to this RFQ and/or items of similar nature and purpose. <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 (e.g., ISO 9001, ISO 14001 etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder. <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 checked="" 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 checked="" 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;
<p>Period of Validity of Quotes starting the Submission Date</p>	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 120 days <p>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.</p>

Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms ⁵	<input checked="" type="checkbox"/> 100% upon complete delivery of goods and services
Liquidated Damages	If the Supplier fails to supply the specified goods within the time period(s) stipulated by the Purchase Order, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 0.5 percent of the price of the complete consignment or service for each day of delay until actual delivery or completion, up to a maximum deduction of 10 percent of the Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the PO.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ⁶ <input checked="" type="checkbox"/> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Earliest Delivery / Shortest Lead Time
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Conditions for Release of Payment	<input checked="" type="checkbox"/> Complete Installation and commissioning of the solar system and lights. <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements

⁵ 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.

⁶ 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 ⁷	<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). 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) ⁸	<i>UNDP Procurement</i> <i>Procurement.gy@undp.org and copy Joaquin.albiach@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.

⁷ Where the information is available in the web, a URL for the information may simply be provided.

⁸ 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,

Shabnam Mallick
Deputy Resident Representative
April 10, 2018

Technical Specifications

Qty.	Description/Specifications of Goods – Solar PV Systems with battery bank	Latest Delivery Date
78*	<ul style="list-style-type: none"> • 270W or greater Solar PV modules totaling 21.5kWp • PV modules should be in accordance with international standards (IEC 61215 etc.) and the National Electrical Code 2005 Article 690; • All modules should be made of crystalline silicon solar cells • All PV modules shall show the same capacity; • Manufacturer should be internationally recognized and provide references and certificates on module testing. • MC4 connectors for all Modules 	
3*	<p>Compatible Grid-tie Inverter (s) to match with solar system design</p> <ul style="list-style-type: none"> • Minimum size of each Inverter shall be 7kW or above • Master/Slave or String type (IEC 60146); • Grid Connection Voltage – Based on the utility connection at the site listed above • AC Grid Frequency– 60 Hz • Operating frequency range: 59 – 61 Hz • Technical requirements (EN 50081, EN 60555, EN 50178 and others): • Pure Sine wave output; • High efficiency (AC) > 90% @ P/Pn (AC) = 10%; • Protection against overcurrent and overvoltage; • International standards incl. EMC; • Indications of status of operation (e.g. LED); • Automatic disconnect from the grid in case of need (see/check requirements of GPL); • Capability of connecting monitoring devices; • Ground fault monitoring / grid monitoring. • Security measures (EN 61000, EN 60950 and others). • Interface to the main grid (switchboard including manual disconnection device). 	
1	<p>Compatible Hybrid Inverter/charger (s) to match with solar system design</p> <ul style="list-style-type: none"> • 120/240 Split-Phase Voltage, 60 Hz Inverter/ Charger System • Stackable • AC input frequency range (bypass/charge mode) 55 - 65 Hz (default); 52 - 68 Hz (allowable) • Minimum size of 4,500W Pure Sine Wave • Compatible battery types Flooded, Gel, AGM, LiON • Load starting with high 30-minute and 5-second power • Superior balance of system integration with battery bank, charge controller, and generators. 	

	<ul style="list-style-type: none"> • DC coupled and AC coupled off-grid and grid-tie architectures • Compatible System Control Panel featuring a graphical, backlit liquid crystal display that displays system configuration and diagnostic information for all devices connected to the network. • Intelligent functionality that enables solar prioritization, load shifting and peak shaving. • Peak efficiency 95% • Safety Certification UL1741, CSA 107.1 	
1	<p>Battery Bank</p> <ul style="list-style-type: none"> • Batteries should be deep cycle type totaling 70.6kWh or greater • Sealed maintenance free • Manufacturer’s data sheets containing battery performance specifications shall be provided. Batteries must be procured from same make (manufacturer) having same amp-hr rating. • Standards to be conformed to: <ul style="list-style-type: none"> • UL 1989 • UL 2054 	
1	<p>Battery Stand and separation of isolated area</p> <ul style="list-style-type: none"> • Should feature adequate ventilation and be properly grounded 	
SUM	Battery Lugs to support battery bank configuration (pairs)	
1	<p>Rooftop mount (inclusive of mounting clamps)</p> <ul style="list-style-type: none"> • The PV modules mounting structure must accommodate the PV modules supplied. • The PV array mounting structure, including modules, and balance of system components shall be designed to withstand wind loads of at least 60 mph (3-second gust). • Adequate spacing, about 4 to 6 inches, between the surface and PV mount frame shall be considered to allow air circulation to cool the module back sheet. • Array mounting hardware supplied shall be compatible with the site considerations and the environment. Mounting structures of anodised aluminium material shall be provided. Mechanical hardware shall be durable and corrosion resistant. The use of ferrous metals (including but not limited to painted or plated steel), dissimilar metals in contact, or any wood or plastic components is not allowed. • Special attention shall be paid to minimising the risk from exposed fasteners, sharp edges, and potential damage to the modules or support structure. All potentially hazardous hardware must be protected or shielded for safety. 	
1	<p>Monitoring System</p> <p>Each installation should feature a real-time web based electric energy and power meter capable of recording electric consumption of individual circuits and solar energy. It should provide:</p> <ul style="list-style-type: none"> • Real time energy information • Renewable Energy monitoring 	

	<ul style="list-style-type: none"> • Historic Date • Data export via push or pull with an open data API 	
Sum	<p>Cabling</p> <ul style="list-style-type: none"> • Cables exposed to the sun should show an adequate type designed to withstand harsh weather conditions (UV radiation, salty humidity etc.), e.g. type HN07-RNF and cables must be clearly identifiable (colour coded). • Appropriate length USE-2 #10 AWG Sunlight Resistant Cable to connect solar panels in the designed configuration. • Appropriate number of Solar Disconnect Switches and Combiner boxes. • Appropriate size and number of interconnecting cables between combiner boxes and inverters. The distance from the combiner boxes to the inverters is decided upon visits to the sites. • Appropriate size AC Interconnecting cables. The distance from the site of the inverter to the main switchgear is to be decided upon visit to the site by the Bidder. 	
1	Lightning arrester	
2	Fire extinguisher	
SUM	<i>Miscellaneous Items (PV source circuit cable, Supporting MC4 connectors-pairs (male and female),battery interconnect cables (1.5ft 4/0), 2 units of earth rod, 4/0 AWG circuit cable with 3/8" ring lugs, PVC conduits and fittings, connectors, clips, screws, etc.)</i>	
26	<p>LED Lamps: The LED Outdoor Lamps are to replace the existent Mercury Vapor and Sodium Vapor perimeter lights and should meet the following minimum requirements.</p> <ul style="list-style-type: none"> • 50 - 60 watts • 100 – 277 V, 60Hz • Twist lock photo sensor light control (Standard ANSI C136.10) • Color Temperature ≥ 5000 K • 70 and Above Color Rendering Index • Type IV light distribution; lateral width of 60 degrees. • Luminous efficacy: ≥ 110 lm/watt • Power factor ≥ 90% • Driver Efficiency ≥ 90% • Certification UL or CE, RoHS • 50,000 Hours Average Life • Warranty: 3 years 	
48	<p>The LED Lamps are to replace the existent 4 feet fluorescent tube lamps and should meet the following minimum requirements.</p> <ul style="list-style-type: none"> • 15 -18 watts • 100 – 277 Voltage, 50/60 Hz • G 13 Base • T8 Lamp Shape 	

	<ul style="list-style-type: none"> • Color Temperature 5000 K • Color Rendering Index of 85 and above • ≥ 110 lumens/watt • Certification UL or CE • 50,000 Hours Average Life • Warranty: 3 years 	
85	<p>The LED Lamps are to replace the existent 2 feet fluorescent tube lamps and should meet the following minimum requirements.</p> <ul style="list-style-type: none"> • 10 watts • 100 – 277 Voltage, 50/60 Hz • G 13 Base • T8 Lamp Shape • Color Temperature 5000 K • Color Rendering Index of 85 and above • ≥ 110 lumens/watt • Certification UL or CE • 50,000 Hours Average Life • Warranty: 3 years 	
156	<p>LED Bulbs</p> <ul style="list-style-type: none"> • 6 watts • 100 – 277 Voltage, 50/60 Hz • E27 base • Color Temperature 6000 K • Color Rendering Index of 80 and above • ≥ 90 lumens/watt • Certification UL or CE • 20,000 Hours Average Life 	

* (This is a suggested quantity; however, suppliers are welcome to propose other quantities that match with the system design).

Shabnam Mallick
Deputy Resident Representative
 April 10, 2018

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁹

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery¹⁰)

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/UNDP/2018/01:

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

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
1	270W Solar PV modules	To be specified by bidder			
2	Compatible Grid tie inverter	To be specified by bidder			
3	Compatible Hybrid inverter/charger	To be specified by bidder			
4	Battery Bank (70.6kWh, deep cycle)	To be specified by bidder			
5	Battery Stand and separation of isolated area	1			
6	Battery Lugs (pairs)	To be specified by bidder			
7	Rooftop mount (inclusive of mounting clamps)	1			
8	Miscellaneous Items	To be specified by bidder			
9	Cabling	To be specified by bidder			
10	Lightning arrester	1			

⁹ This serves as a guide to the Supplier in preparing the quotation and price schedule.

¹⁰ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

11	Fire extinguisher	2			
12	LED Lamps (50-60 watts)	26			
13	LED Lamps (15-18 watts)	48			
14	LED Lamps (10 watts)	85			
15	LED Bulbs (6 watts)	156			
16	Total Prices of Goods¹¹				
17	Monitoring System				
18	Installation and commissioning (PV system, roof mount, battery bank, other sub mains and electricals, wires to support isolation of priority circuit)				
19	Reconfiguration and isolation of priority electrical circuits at the dormitory and Teacher's Quarters				
20	Freight charges including inland freight				
21	Installation and commissioning				
22	After sales services as per RFQ requirements				
23	Bid total DAP (offloaded) Total Final and All-Inclusive Price Quotation including services and freight				

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

Sincerely yours,

Shabnam Mallick
Deputy Resident Representative
 April 10, 2018

¹¹ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

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.