SECTION 1: REQUEST FOR QUOTATION (RFQ)

UNDP kindly requests your quotation for the provision of the Supply of Solar items:

LOT 1: Supply, delivery, installation and commissioning of pumps with solar systems

LOT 2: Solar torches

as detailed in line items section of this RFQ.

This Request for Quotation comprises the following documents:

Section 1: This RFQ document generated by the online system.

Section 2: RFQ Instructions and Data

Annex 1: Schedule of Requirements

Annex 2: Quotation Submission Form

Annex 3: Technical and Financial Offer

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted in an envelope, sealed and signed and hand delivered to UNDP office in Wad Madani before the 28th of August 2023, 14:00 Sudan time zone. It is your responsibility to ensure that your quotation is submitted before the deadline. Quotations received after the submission deadline will not be considered for evaluation.

Thank you and we look forward to receiving your quotations.
### SECTION 2: RFQ GENERAL INSTRUCTIONS

| **Introduction** | Bidders shall adhere to all the requirements of this RFQ, including any amendments made in writing by UNDP. This RFQ is conducted in accordance with the [UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement](https://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_and_investigation.html#anti). Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFQ. UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or cancellation of the tender in the online portal. |
| **Deadline for the Submission of Quotation** | Deadline is 28th of August 2023 14:00 Sudan time zone. If any doubt exists as to the time zone in which the quotation should be submitted, refer to [http://www.timeanddate.com/worldclock/](http://www.timeanddate.com/worldclock/). |
| **Method of Submission** | Quotations must be submitted as follows:  
  - Offers must be sealed in an envelope, signed, stamped and hand delivered to UNDP office in Port Sudan prior deadline of the submission |
| **Cost of preparation of quotation** | UNDP shall not 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. |
| **Supplier Code of Conduct, Fraud, Corruption,** | All prospective suppliers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: [https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct](https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct). Moreover, UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors to observe the highest standard of ethics during the procurement process and contract implementation. UNDP’s Anti-Fraud Policy can be found at [http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_and_investigation.html#anti](http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_and_investigation.html#anti). |
| **Gifts and Hospitality** | Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches, dinners or similar. In pursuance of this policy, UNDP: (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract. |
| **Conflict of Interest** | UNDP requires every prospective Supplier 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. Bidders shall strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified.

Bidders must disclose in their Bid their knowledge of the following: a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this RFQ.

The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP’s further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFQ, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.

**Eligibility**

A vendor who will be engaged by UNDP may not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations. Failure to do so may result in termination of any contract or PO subsequently issued to the vendor by UNDP.

It is the Bidder’s responsibility to ensure that its ultimate beneficial owners, employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.

Bidders must have the legal capacity to enter a binding contract with UNDP and to deliver in the country, or through an authorized representative.

Other more specific eligibility requirements are included in Section 2.1 RFQ Specific Instructions, if applicable.

**Currency of Quotation**

☒ Local Currency (SDG); or
☒ United States Dollars (USD)

Method for Currency Conversion: UN Operational Exchange Rate prevailing on closing date of submission of Bids.

**Notes:**

- The contract will be signed in the currency selected by the bidder and does not carry any contract price variations due to currency devaluation. In case of selection of USD, Bank account in US$ is to be provided.
- All USD and SDG payments should be done via bank transfer or depositing to Company bank account.
- Bidders are free to choose the currency of bid (USD or SDG). The currency of bid will be the currency of contract/PO. It is up to the bidders to manage the cash withdrawal from their own bank. The determining exchange rate shall be the UN Exchange Rate at the time of bid opening.
- **Locally registered bidders (Sudanese) will receive their payment inside Sudan as per Sudan Central Bank policy.**
| Joint Venture, Consortium or Association | If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that: (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture, Consortium or Association.

Refer to Clauses 19 – 24 under Solicitation policy for details on the applicable provisions on Joint Ventures, Consortium or Association. |
| Only one Bid | The Bidder (including the Lead Entity on behalf of the individual members of any Joint Venture, Consortium or Association) shall submit only one Bid, either in its own name or, if a joint venture, Consortium or Association, as the lead entity of such Joint Venture, Consortium or Association.

Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:

a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or

b) they have the same legal representative for purposes of this RFQ; or

c) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this RFQ process;

d) they are subcontractors to each other’s Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or

e) some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this RFQ process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid. |
| Price variation | No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received. |
| Alternative Quotes | If alternative quote is permitted, it may be submitted only if a conforming quote to the RFQ requirements is submitted. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative quote. If multiple/alternative quotes are being submitted, they must be clearly marked as “Main Quote” and “Alternative Quote” directly in the portal and in any supporting document as relevant. |
| Contact Person for correspondence, notifications and clarifications | The clarifications should be sent to following email: Liza.djierdjian@undp.org

Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers. |
| Right not to accept any quotation | UNDP is not bound to accept any quotation, nor award a contract or Purchase Order |
| **Right to vary requirement at time of award** | 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. |
| **Publication of Contract Award** | UNDP will publish the contract awards valued at USD 100,000 and more on the websites of the CO and the corporate UNDP Web site. |
| **Policies and procedures** | This RFQ is conducted in accordance with [UNDP Programme and Operations Policies and Procedures](#). |
| **UNGM registration** | Any Contract resulting from this RFQ exercise will be subject to the supplier being registered at the appropriate level on the United Nations Global Marketplace (UNGM) website at [www.ungm.org](http://www.ungm.org).  

The Bidder may still submit a quotation even if not registered with the UNGM, however, if the Bidder is selected for Contract award, the Bidder must register on the UNGM prior to contract signature. |
### SECTION 2: RFQ SPECIFIC INSTRUCTIONS

| **General Conditions of Contract** | Any Purchase Order or contract that will be issued because of this RFQ shall be subject to one of the General Conditions of Contract below as applicable in each case specified in the Requirements section.  

Applicable GTC:  

GTC is attached below as Annex 4 |
|---|---|
| **Duties and taxes** | Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNDP as a subsidiary organ of the General Assembly of the United Nations, 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. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in the requirements section.  

All prices must:  

☒ be inclusive of VAT and other applicable indirect taxes |
| **Language of quotation** | English or Arabic  

Including documentation including catalogues, instructions and operating manuals. |
| **Quotation validity period** | Quotations shall remain valid for 30 days from the deadline for the Submission of Quotation. |
| **Payment Terms** | ☐ 100% within 30 days after receipt of goods, works and/or services and submission of payment documentation. |
| **Conditions for Release of Payment** | ☐ Written Acceptance of Goods, Services and Works, based on full compliance with RFQ requirements |
| **Clarifications** | Requests for clarification from bidders will not be accepted any later than 2 days before the submission deadline. Responses to request for clarification will be communicated by email by 24 August 2023 |
| **Evaluation method** | ☐ The Contract or Purchase Order will be awarded to the lowest price substantially compliant offer |
| **Evaluation criteria** | ☒ Full compliance with all requirements as specified in Annex 1  

☒ Full acceptance of the General Conditions of Contract |
<table>
<thead>
<tr>
<th><strong>Type of Contract to be awarded</strong></th>
<th>Purchase Order</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Expected date for contract award.</strong></td>
<td>10 September 2023</td>
</tr>
<tr>
<td><strong>Partial Quotes</strong></td>
<td>☒ Not permitted within the lot, Not Allowed under each lot. A bidder may offer for one or more than one lot. But partial quantity and partial item under each lot will not be accepted.</td>
</tr>
<tr>
<td><strong>UNDP will award to:</strong></td>
<td>☒ One or more supplier</td>
</tr>
</tbody>
</table>
| **Documents to be submitted** | ☒ Company Profile  
| | ☒ Company Registration  
| | ☒ Proven (minimum 3 years) of similar experience in Suppling similar solar products with at least two contracts that have been executed in the past five years  
| | ☒ Signed and Stamped Price Schedule |
| **Evaluation Criteria** | ☒ Technical responsiveness/Full compliance to requirements and lowest price per lot  
| | Award would be made to “lowest evaluated priced, technically responsive” bidder per each lot:  
| | ☒ 2 similar contracts/PO over the past 5 years  
| | ☒ Full acceptance of the PO/Contract General Terms and Conditions  
| | ☒ Compliance with Delivery Time frame |
Technical Specifications for Goods:

**LOT 1: Supply, delivery, installation and commissioning of pumps with solar systems:**

**Technical specifications of Electric and Solar Pump systems**

1. **General Description and Requirements**

   1. The Electric and Solar Water Pumping System aims to operate 10 large irrigation schemes in white Nile state – Elsalam and Eljabalain locality.
   
   2. The major components should be provided with a letter from the principle manufacturer on the warranty and performance parameters, ratings. In addition, hard copies of operation/maintenance manuals and an accreditation certificate from recognized institution is recommended for each product.
   
   3. The contractor must clearly indicate how to cater for provision of spare parts and after sales services for the systems.
   
   4. To avoid or minimize theft risks for solar PV panels, anti-theft measure is recommended.
   
   5. Solar Irradiance of 6.3 KWh/m²/day should be used to calculate solar PV output for the Solar Modules.
   
   6. Schematic design of the array mounting structure should be provided for the pumping application.
   
   7. For each, the necessary data and information (TDH, daily water requirement, flow rate, ... Etc) are provided). Hence, the options should be provided in the range with its specific requirement and performances of the pumping system.
   
   8. The water is used mainly for flood irrigation purpose.

1.1 **Solar Photovoltaic Module:**

- Mono or Poly Crystalline Silicon Solar cells should be used in the solar module that are used for Solar Water Pumping application. Minimum recommended size of solar PV module is 300Wp.
- Modules supplied with the Solar Water Pumping systems shall have certificate as per IEC 61215-1-1:2016 – (Special requirements for testing of crystalline silicon photovoltaic (PV) modules) specifications. In addition to accreditation certificate from recognized institute recommended by Global Lighting (World Bank).
- Modules must qualify to IEC 61730 Part I and II for safety qualification testing.
- The efficiency of the PV modules should be minimum 18%.
- The terminal box on the module should have a provision for "Opening" for replacing the cable, if required.
- Module Junction should have protection class of IP65, module connector MC4 with 4 mm² cable with a length of 70% of module length.
- Power temperature coefficient of PV modules shall be at most: - 0.043%/°C.
- Peak Power of individual module for the solar water pumps at STC must at least be 300 Wp or more. Use of PV module with higher power output is preferred. Module IV characteristics at STC, its temperature coefficient shall be provided for the module.
- Each module must be labeled indicating at a minimum: Manufacturer, Model Number, Serial Number, Maximum Power Point Watt Rating (Wp tolerance), Maximum Power Point Current,
Maximum Power Point Voltage, Open Circuit Voltage and Short Circuit Current; and temperature coefficients.

- The module framing should be such that it permits secure connection to the mounting structure, prevents edge damage, and has the longevity to withstand environmental factors for the duration of the module warranty period. Modules frame minimum dimensions (35 x 35 mm and 1.7 mm)

- All PV modules used in the array offered for one project must be of same type, same model, same power rating and same manufacturer

- The PV modules must be warranted to retain at least 90 % of its rated wattage measured at STC for 10 years and 80% of the rated wattage at 20 years.

### 1.2 Motor Pump Set

The Surface AC Pump shall use Surface Mounted motor pump set.

The motor-pump set shall be AC with the capacity indicated and should have the following features:

- Mono block AC centrifugal motor pump set with impeller mounted directly on the motor shaft and with appropriate mechanical seals which ensures zero leakage.

- The pump shall have dry run protection, over and under voltage protection, overload protection, temperature protection.

- The wire to water efficiency shall not be less than 50% and the performance curves for the pumps should be provided.

- The motor pump set shall be securely marked with the following parameter declared by the manufacturer: -
  
  a. Manufacturer name, logo or trademark  
  b. Model, size, and Serial Number of the pump set  
  c. Motor rating (kW/HP)  
  d. Total Head in M at the guaranteed duty point  
  e. Capacity (m³/day) at guaranteed head.  
  f. Operating head range in m.  
  g. Maximum Current (A)  
  h. Voltage Range (V)  
  i. Type – AC or DC Pump Set

- All parts of the pump and the motor should be made of corrosion-resistant stainless steel with a minimum grade of AISI 304 or higher. The motor-pump set should have 5 years warranty and therefore, it is essential that the construction of the motor and pump should be made using parts which have a higher durability and do not need replacement or corrode for at least 5 years of operation after installation.

- Pump performance curve i.e. flow rate vs input pump power should be provided with its technical data sheet provided by the principle manufacturer.

### 1.3 Solar Pump Inverter

Solar pump inverter should be having specification below:
• Drive power-match three-phase 50Hz AC pump.
• Advanced Maximum Power Point Tracker (MPPT) technology embedded solar pump inverter should be used to optimally utilize the power from Solar PV array and maximize the discharge.
• Protection level IP 65, and long lifespan.
• Solar pump inverter should be allows using grid or diesel generator as backup supply.
• Fully automatic operation, High conversion efficiency, temperature rate (-25 – 60)°C, low noise
• Should be contain LCD display and support remote monitoring system RS485/CAN/GPRS
• Solar pump inverter shall have at least 2 years warranty.
• Maximum efficiency which should not be less than 95%.
• Adequate protection system with sensors shall be provided in the solar PV Controller to protect the solar powered pump set against the following:
  - Dry running, Open circuit, Accidental output short circuit, under voltage, Reverse polarity,
  - Surge protective device (SPD) to arrest high current surge and Lightening arrestor.
• Reliable DC circuit breaker as per IS/IEC 60947-2 suitable for switching DC power ON or OFF shall be provided in the solar pump controller.
• The solar pump inverter shall be securely marked with the following parameter declared by the manufacturer:
  a. Manufacturer name, logo or trademark
  b. Model, size, Serial Number, and frequency.
  c. Maximum input voltage, maximum input current.
  d. Max Output Power
  e. Rated output voltage and current.
  f. Maximum efficiency.
  g. Power factor

1.4 Earthing Arrangement

• Earthing of the motor shall be done as per IS 9283 in accordance with the relevant provisions of IS 3043. Separate earthing shall be provided for Controller, pump and SPV array.
• For safety purpose, it shall be ensured during installation that earthing must be capable of taking care of leakage current.
• A lightening arrestor shall be provided with every SPV Water Pumping System.

1.5 Solar PV Array Mounting Structure

• The Solar PV modules should be ground mounted on metallic structures (aluminum, galvanize, or steel) of adequate strength and design that can withstand weight of the modules and high wind velocities up to 150 km/hr. It will be mandatory to use indigenously manufactured PV array mounting structure manufacturing in the side, it will hold the photovoltaic modules. The modules must be mounted on a support structure that assures stable and secure attachment.
- The structure should be ground-mounted within concrete foundations with dimensions not less than 70*70*70cm and made of corrosion resistant material (aluminum, galvanize, or steel), if steel is used, it must be with silver painting or hot dip galvanized.
- The structure must be mounted such that the modules are at a tilt angle of 15 degrees to the horizontal facing the equator.
- The support structure for solar array system shall be on concrete base with the front legs 1.2 meters above ground level.
- There should be no shading from nearby trees or buildings in the solar module.
- All nuts and bolts should be made of very good quality and should be corrosion resistant and bolted after installed.
- The structure should be designed to allow easy replacement of any module.
- The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels.
- In order to minimize theft risk, Module’s fixation on the support structure has to be of anti-theft type.
- The minimum requirement for Steel support structure is as follows:
  Iron angle of 2 1/2×2 1/2 inch, 5 mm thickness, for main structure, and square pipe of 8×4×1mm with 1 1/2 inch iron angle wild on it for connections, and support legs should be made from 12 cm I section iron channel with 4 mm thickness, the front legs should be 1.2 m high from the ground. See Drawing below.
- Foundation of pump structure to be of size 70×70×70 cm

![Support Structure of Solar Panels](image-url)
1.6 DC and AC Cables

For the DC cabling, XLPE insulated, and PVC sheathed, UV stabilized single core flexible copper cables shall be used. Multi-core cables shall not be used.

For the AC cabling, PVC or XLPE insulated, and PVC sheathed single or multicore flexible copper cables shall be used. Outdoor AC cables shall have a UV-stabilized outer sheath.

The total voltage drop on the cable segments from the solar grid inverter to the building distribution board shall not exceed 2.0%

The DC cables from the SPV module array shall run through a UV stabilized PVC conduit pipe of adequate diameter with a minimum wall thickness of 1.5mm. Cables and wires used for the interconnection of solar PV modules shall be provided with solar PV connectors and couplers, in addition to MC4 shall be used for connection of DC cable between modules and arrays.

All cables and conduit pipes shall be clamped to the rooftop/ walls/parapet with thermo-plastic clamps at intervals not exceeding 50 cm.

The minimum DC cable size shall be 6.0 mm² copper. The minimum AC cable size shall be 70.0 mm² copper. In three phase systems, the size of the neutral wire size shall be equal to the size of the phase wires.

Cable conductors shall be terminated with tinned copper end-ferrules to prevent fraying and breaking of individual wire strands. The termination of the DC and AC cables at the Solar Grid Inverter shall be done as per instructions of the manufacturer, which in most cases will include the use of special connectors. Only copper cables of appropriate size and of reputed-make shall have to be used. However, aluminum cables can be used on A.C side.

a) All connections should be properly terminated, soldered and/or sealed from outdoor and indoor elements as MC4 connectors. Relevant codes and operating manuals must be followed. Extensive wiring and terminations (connection points) for all PV components is needed.

b) All the Cu/Al. PVC or XLPE insulated Armored. Sheathed cables required for the plant will be provided by the manufacturer.

c) Only terminal cable joints shall be accepted. No cable joint to join two cable ends shall be accepted. All cable/wires shall be marked with good quality letter and number ferrules of proper sizes so that the cables can be identified easily.

All Cables shall confirm relevant IS/ IEC standards.

All cables shall be supplied in the single largest length to restricting the straight through joints to the minimum number.

1.7 Balance of Systems

- The supplier should list all required equipment and accessories like plumbing materials, valves, connectors for water pipeline, PV and pump installation materials, cables, connectors required for specified solar water pumps.

- Separate list of equipment or earthing and lightening arrestor should be provided.
1.8 Tests for Hydraulic and Electrical Performance of Pump Set

a. The motor-pump set shall be tested independently for hydraulic and electrical performance as per the relevant IS specification including following test:

b. Constructional requirements/features.

c. General requirements.

d. Design features.

e. Insulation resistance test

f. High voltage test.

g. Leakage current test.

1.9 Marking and Parameters to be declared by the Manufacturer

The AC pump-set and inverter used in SPV Water Pumping Systems shall be securely marked with the following parameters declared by the manufacturer:

1.9.1 Motor Pump-set

h. Manufacturer’s name, logo or trade-mark.

i. Model, size and SI No of pump-set.

j. Motor Rating (kW / HP).

k. Total head, m, at the guaranteed duty point.

l. Capacity (LPD) at guaranteed head.

m. Operating head range, m.

n. Maximum Current (A).

o. Voltage Range (V).

p. Type - AC or DC Pump set.
q. Photo Voltaic (PV) Array Rating in Watts peak (Wp).

1.9.2 Pump inverter

a. Manufacturer's name, logo or trade-mark.
b. Model Number.
c. Serial Number.
d. Voltage Range.
e. Power Range in kW for Controller.
f. Current rating (A)

1.10 Installation, testing and commissioning

Testing of solar PV Water Pumping Systems shall be done by certified lab as per procedure specified by Ministry of Energy -Sudan.

- Separate quote for the installation, testing and commissioning of the pumps should be provided.
- The motor-pump set shall be tested independently for hydraulic and electrical performance as per the relevant IS specification including following test:
  a. Constructional requirements/features.
  b. General requirements.
  c. Design features.
  d. Insulation resistance test
  e. High voltage test.
  f. Leakage current test.

1.11 Guarantee of Performance

- The solar PV Water Pumping Systems shall be guaranteed for their performance of the nominal volume rate of flow and the nominal head at the guaranteed duty point as specified in 9.1 under the “Average Daily Solar Radiation” condition of 6.3 KWh/m2 on the surface of solar PV array. The actual duration of pumping of water on a particular day and the quantity of water pumped could vary depending on the solar intensity, location, season, etc.
- Solar Water Pumping Systems shall be guaranteed by the manufacturer against the defects in material and workmanship under normal use and service for a period of at least 60 months from the date of commissioning.
- List of spare parts should be specified. Sufficient spares for trouble free operation during the Warrantee period should be made available as and when required.
- The bidder should have clear plans to provide after sales service after its installation and preferably local representative in Sudan to provide after sales service and maintenance if required during its operation.

1.12 Operation and Maintenance Manual

An Operation and Maintenance Manual, in English and the local language, should be provided with the solar PV pumping system. The Manual should have information about solar energy, photovoltaic,
modules, DC/AC motor pump set, tracking system, mounting structures, electronics and switches. It should also have clear instructions about mounting of PV module, DO's and DONT's and on regular maintenance and Trouble Shooting of the pumping system. Helpline number and Name and address of the Service Centre and contact number of authorized representatives to be contacted in case of failure or complaint should also be provided. A warranty card for the modules and the motor pump set should also be provided to the beneficiary.
LOT 2: Solar torches

Technical Specifications for Solar Torches

A. Solar Torch (Portable):

Solar Torch shall be provided with following minimum requirement requirements.

Solar light

- **Solar panel**: Solar panels should be not less be than 0.2W/5V poly-crystalline.
- **Battery**: lithium-ion not less than 250mAh/3.2V
- **Light source**: No less than 0.5w LED touch light & 0.2w LED reading light.
- **Lumens**: 40
- **charging time**: maximum 6-8hrs hours to direct sun.
- **Two-way charging**
- **Effective light distance**: 50 meters
## Delivery Requirements

<table>
<thead>
<tr>
<th>Delivery Requirements</th>
<th>Details</th>
</tr>
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<tbody>
<tr>
<td><strong>Delivery date and time</strong></td>
<td>Bidder shall deliver the goods in 60 days after PO.</td>
</tr>
</tbody>
</table>
| **Delivery Terms (INCOTERMS 2020)**                                                   | Lot 1: solar pump: DDP Kosti Elsalam Locality 40 KM south of Kosti Town-White Nile State.  
| **Customs clearance (must be linked to INCOTERM)**                                    | ☒ Supplier/bidder                                                      |
| **Exact Address(es) of Delivery Location(s)**                                         | UNDP office inside Red Crescent compound – Mednai-Gazira State.         |
| **Distribution of shipping documents (if using freight forwarder)**                   | Not Applicable                                                         |
| **Packing Requirements**                                                              | The packing should be original, reinforced to avoid any external damages. All goods will be inspected upon delivery |
| **Training on Operations and Maintenance**                                            | Not applicable                                                         |
| **Warranty Period**                                                                   | For Lot 1 Solar pumps: The motor-pump set should have a 60 months from the date of commissioning warranty |
| **After-sales service and local service support requirements**                        | Not applicable                                                         |
| **Preferred Mode of Transport**                                                       | Not applicable                                                         |
ANNEX 2: QUOTATION SUBMISSION FORM

Bidders are requested to complete this form, including the Company Profile and Bidder’s Declaration, sign it and return it as part of their quotation along with Annex 3: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
<th>Click or tap here to enter text.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ reference:</td>
<td>0023-2023-RFQ- Solar items</td>
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</table>

**Company Profile**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal name of bidder or Lead entity for JVs</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Year of Registration</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Bank Information</td>
<td>Bank Name: Click or tap here to enter text.</td>
</tr>
<tr>
<td></td>
<td>Bank Address: Click or tap here to enter text.</td>
</tr>
<tr>
<td></td>
<td>IBAN: Click or tap here to enter text.</td>
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<td></td>
<td>SWIFT/BIC: Click or tap here to enter text.</td>
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<tr>
<td></td>
<td>Account Currency: Click or tap here to enter text.</td>
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<tr>
<td></td>
<td>Bank Account Number: Click or tap here to enter text.</td>
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**Previous relevant experience: 2 contracts**

<table>
<thead>
<tr>
<th>Name of previous contracts</th>
<th>Client &amp; Reference Contact Details including e-mail</th>
<th>Contract Value</th>
<th>Period of activity</th>
<th>Types of activities undertaken</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

**Bidder’s Declaration**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requirements and Terms and Conditions:** I/We have read and fully understand the RFQ, including the RFQ Information and Data, Schedule of Requirements, the General Conditions of Contract, and any Special Conditions of Contract. I/we confirm that the Bidder agrees to be bound by them.

**Ethics:** In submitting this Quote I/we warrant that the bidder: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor; has not directly or indirectly approached any representative of the Buyer (other than the Point of Contact) to lobby or solicit information in relation to the RFQ; has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the Buyer.
<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

I/We confirm to undertake not to engage in proscribed practices, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we have read the United Nations Supplier Code of Conduct [https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct](https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct) and acknowledge that it provides the minimum standards expected of suppliers to the UN.

| ☐   | ☐  |

Conflict of interest: I/We warrant that the bidder has no actual, potential, or perceived Conflict of Interest in submitting this Quote or entering a Contract to deliver the Requirements. Where a Conflict of Interest arises during the RFQ process the bidder will report it immediately to the Procuring Organisation’s Point of Contact.

| ☐   | ☐  |

Prohibitions and Sanctions: I/We hereby declare that our firm, ultimate beneficial owners, affiliates or subsidiaries or employees, including any JV/Consortium members or subcontractors or suppliers for any part of the contract is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization.

| ☐   | ☐  |

Bankruptcy: I/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future.

| ☐   | ☐  |

Offer Validity Period minimum 90 days: I/We confirm that this Quote, including the price, remains open for acceptance for the Offer Validity.

| ☐   | ☐  |

I/We understand and recognize that you are not bound to accept any Quotation you receive, and we certify that the goods offered in our Quotation are new and unused.

| ☐   | ☐  |

By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organization/s to make this declaration on its/their behalf.

Signature: ____________________________

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.
ANNEX 3: TECHNICAL AND FINANCIAL OFFER - GOODS

Bidders are requested to complete this form, sign it and return it as part of their bid along with Annex 2: Quotation Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
<th>Click or tap here to enter text.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ reference:</td>
<td>0023-2023-RFQ- Solar items</td>
</tr>
<tr>
<td>Date:</td>
<td>Click or tap to enter a date.</td>
</tr>
</tbody>
</table>

**LOT 1: Supply and delivery of pumps with solar systems**

<table>
<thead>
<tr>
<th>Currency of the Quotation:</th>
<th>Click or tap to enter text.</th>
</tr>
</thead>
<tbody>
<tr>
<td>INCOTERMS: Elsalam Locality 40 KM South of Kosti Town – White Nile State</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No</th>
<th>Item Description</th>
<th>Specifications</th>
<th>UOM</th>
<th>QTY</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PV panels</td>
<td>Solar PV Module Mono/poly crystalline, (&gt; 300) Wp half perk.</td>
<td>w</td>
<td>7500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Surface pump</td>
<td>AC Surface Centrifugal pump 7.5HP</td>
<td>pcs</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Solar pump inverter/controller</td>
<td>Solar Pump Controller 7.5Kw</td>
<td>pcs</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Mounting structure</td>
<td>Solar Array mounting structure complete. Price inclusive the concrete base for the structure.</td>
<td>item</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>4mm2 cable of 4cores</td>
<td>UV cable between solar array to junction box (JB)</td>
<td>ml</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>6mm2 AC Pump Cable</td>
<td>Pump Cable of 6mm² 4core price inclusive trenching, insulation pipes.</td>
<td>MI</td>
<td>80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Suction steel pipe</td>
<td>Steel pipes (its diameter according to pump inlet). Pipes should be fabricated from 6mm steel sheet and 9 mm steel plate flanges</td>
<td>MT</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Delivery or Discharge Steel Pipe</td>
<td>Steel pipe (its diameter according to pump outlet). Pipes should be fabricated from 6mm steel sheet and 9 mm steel plate flanges</td>
<td>MI</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Main distribution board (main switch)</td>
<td>It is an iron structure coated with iron and coated with special dyes that can withstand heat and humidity, and it is tightly closed and has a door that controls its closure and opening with a special lock. Please adhere to technical specifications in Annex, Section 1.14</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Plumbing materials
- Including all Fittings, Valves, non return valve and water filters according to pipes diameter.

### Pump Chassis
- Pump chassis should be fixed in the site by concrete base

### Installation accessories
- including all required all items and materials required for installation Electric pump and the solar system. Please adhere to technical specifications in Annex, Section 1.7.

### Earthing system
- Earthing system set and Lighting Arrestor.

### Steel box for motor unit and steel box for the control unit
- installing steel boxes with good ventilation for the pump with required dimension and steel box for the solar system control box

<table>
<thead>
<tr>
<th>No.</th>
<th>Item Description</th>
<th>Specifications</th>
<th>UOM</th>
<th>QTY</th>
<th>Unit Price (USD)</th>
<th>Total Price (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Plumbing materials</td>
<td>Including all Fittings, Valves, non return valve and water filters according to pipes diameter.</td>
<td>SET</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Pump chassis</td>
<td>Pump chassis should be fixed in the site by concrete base</td>
<td>SET</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Installation accessories</td>
<td>including all required all items and materials required for installation Electric pump and the solar system. Please adhere to technical specifications in Annex, Section 1.7.</td>
<td>SET</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Earthing system</td>
<td>Earthing system set and Lighting Arrestor.</td>
<td>item</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Steel box for motor unit and steel box for the control unit</td>
<td>installing steel boxes with good ventilation for the pump with required dimension and steel box for the solar system control box</td>
<td>item</td>
<td>1</td>
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### Total Price for 7.5 KW pump with solar system

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Specifications</th>
<th>UOM</th>
<th>QTY</th>
<th>Unit Price (USD)</th>
<th>Total Price (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply and delivery and installation of Electric 15 KW Surface Pump with solar system system</td>
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</tr>
<tr>
<td>PV panels</td>
<td>Solar PV Module Mono/poly crystalline, (&gt; 300) Wp half perk.</td>
<td>W</td>
<td>15000</td>
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<tr>
<td>Surface pump</td>
<td>AC Surface Centrifugal pump 15HP</td>
<td>pcs</td>
<td>1</td>
<td></td>
<td></td>
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<tr>
<td>Solar pump inverter/controller</td>
<td>Solar Pump inverter with Controller 15Kw</td>
<td>pcs</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mounting structure</td>
<td>Solar Array mounting structure complete. Price inclusive the concrete base for the structure.</td>
<td>item</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4mm2 cable of 4cores</td>
<td>UV cable between solar array to junction box (JB)</td>
<td>ml</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6mm2 AC Pump Cable</td>
<td>Pump Cable of 6mm² 4core price inclusive trenching, insulation pipes.</td>
<td>MI</td>
<td>80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Suction steel pipe</td>
<td>Steel pipes (its diameter according to pump inlet). Pipes should be fabricated from 6mm steel sheet and 9 mm steel plate flanges</td>
<td>MI</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delivery or Discharge Steel Pipe</td>
<td>Steel pipe (its diameter according to pump outlet). Pipes should be fabricated from 6mm steel sheet and 9 mm steel plate flanges</td>
<td>MI</td>
<td>30</td>
<td></td>
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<td></td>
<td>Description</td>
<td>Details</td>
<td>Set</td>
<td>Qty</td>
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<td>------------------------------------------------------------------------</td>
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<td></td>
</tr>
<tr>
<td>9</td>
<td>Main distribution board (main switch)</td>
<td>It is an iron structure coated with iron and coated with special dyes that can withstand heat and humidity, and it is tightly closed and has a door that controls its closure and opening with a special lock. Please adhere to technical specifications in Annex, Section 1.14</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Plumbing materials</td>
<td>Including all Fittings, Valves, non-return valve and water filters according to pipes diameter.</td>
<td>SET</td>
<td>1</td>
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<tr>
<td>11</td>
<td>Pump chassis</td>
<td>Pump chassis should be fixed in the site by concrete base.</td>
<td>SET</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Installation accessories</td>
<td>including all required all items and materials required for installation Electric pump and the solar system. Please adhere to technical specifications in Annex, Section 1.7.</td>
<td>SET</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Earthing system</td>
<td>Earthing system set and Lighting Arrestor.</td>
<td>item</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Steel boxes for motor unit and steel box for the control unit</td>
<td>installing steel boxes with good ventilation for the pump with required dimension and steel box for the solar system control box</td>
<td>item</td>
<td>1</td>
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</tr>
<tr>
<td>15</td>
<td>Transportation cost</td>
<td>Transportation of all items and inputs to the project location</td>
<td>item</td>
<td>1</td>
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<tr>
<td>16</td>
<td>Installation fees</td>
<td>inclusive all installation works, connection of pump with electric distribution box, in addition to testing and commissioning of system.</td>
<td>item</td>
<td>1</td>
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</tbody>
</table>

**Total Price**

**Transportation Price**

**Installation Price**

**Other Charges (specify)**

Grand Total Price for 15 KW pump with solar system

Grand Total Price for 7.5 and 15 KW pump with solar system
**LOT 2: Solar torches**

**Currency of the Quotation:** Click or tap here to enter text.

**INCOTERMS:** DDP Port Sudan

<table>
<thead>
<tr>
<th>Item No</th>
<th>Description</th>
<th>UOM</th>
<th>Qty</th>
<th>Unit price</th>
<th>Total price</th>
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<tbody>
<tr>
<td>1</td>
<td>Solar Torch shall be provided with following minimum requirement requirements. Solar light - Solar panel: Solar panels should be not less be than 0.2W/5V poly-crystalline. - Battery: lithium-ion not less than 250mAh/3.2V - Light source: No less than 0.5w LED touch light &amp; 0.2w LED reading light. - Lumens: 40 - charging time: maximum 6-8hrs hours to direct sun. - Two-way charging - Effective light distance: 50 meters</td>
<td>Each</td>
<td>2700</td>
<td></td>
<td></td>
</tr>
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</table>

*Disclaimer: Photos indicated in the table are samples to show what is required only with no further reason*

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<td><strong>Total Price</strong></td>
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<tr>
<td><strong>Transportation Price</strong></td>
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<td></td>
<td></td>
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<tr>
<td><strong>Other Charges (specify)</strong></td>
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<tr>
<td><strong>Total Final and All-inclusive Price</strong></td>
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Compliance with Requirements

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<tr>
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<th>You Responses</th>
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<tr>
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<td>Yes, we will comply</td>
</tr>
<tr>
<td>Minimum Technical Specifications</td>
<td>☐</td>
</tr>
<tr>
<td>Delivery Term (INCOTERMS)</td>
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</tr>
<tr>
<td>Delivery Lead Time (60 Days)</td>
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<tr>
<td>Warranty for the solar Pumps is 60 months from the date of commissioning.</td>
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</tr>
<tr>
<td>Validity of Quotation for 30 days</td>
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</tr>
<tr>
<td>Payment terms</td>
<td>☐</td>
</tr>
</tbody>
</table>

I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted.

**Exact name and address of company**

<table>
<thead>
<tr>
<th>Authorized Signature: ______________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date: Click or tap here to enter text.</td>
</tr>
<tr>
<td>Name: Click or tap here to enter text.</td>
</tr>
<tr>
<td>Functional Title of Authorised Signatory: Click or tap here to enter text.</td>
</tr>
<tr>
<td>Email Address: Click or tap here to enter text.</td>
</tr>
</tbody>
</table>
Annex 4

GENERAL TERMS AND CONDITIONS FOR CONTRACTS

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 affect 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, tradename or trademark. 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.