



Quito, December 9, 2014

Dear sirs,

Reference: **Project 00087256 - Development of approaches management of landscapes within the national system of Protected Areas of the Ecuador to improve the conservation of wildlife in danger of global extinction**

Purchase of 200 Professional Camera Traps

The United Nations Development Programme (UNDP) in Ecuador hereby invites you to submit a Bid for the above-referenced subject.

For this purpose, enclosed please find:

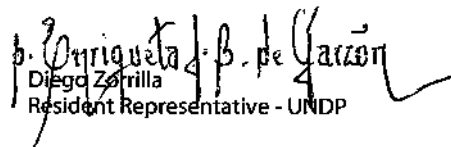
Schedule of Requirements and Technical Specifications
Bid Submission Form and
Format of Contract to be Signed upon receipt of conformation of purchase, including General Terms and Conditions

You are kindly requested to submit your offer to licitaciones.ec@undp.org no later than Thursday December 11, 2014.

Should you require any clarification, please send an e-mail to licitaciones.ec@undp.org

UNDP looks forward to receiving your Bid and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,


Diego Zorrilla
Resident Representative - UNDP

Sirs
RECONYX INC.
Holmen, Wisconsin
USA

Schedule of Requirements and Technical Specifications

CAMERA TRAPS

QUANTITY: 200 Units

Technical Specifications:

Primary application: Professional Wildlife Research
Trigger Speed: 0 to 0.02 second.
Flash Range: Up to 30 feet
Illumination: White Flash Color LED
Batteries: Rechargeable o lithium
Memory card capacity: up to 32 GB
Operation: Day and night
Operating Temperature: Optimum functionality in low and high temperature

Delivery Place: Quito, Ecuador (Mariscal Sucre airport)

Warranty: At least 1 year

Delivery date: Not more than 30 days

Validity of Offer: 30 days

Payment: 90% via wire transfer upon receipt of shipping documents and 10% upon receipt of camera traps



FORMAT OF PURCHASE ORDER

ORDEN DE COMPRA (PO)		No. DE LA ORDEN DE COMPRA: UNDP/ECU/OC/XX/XX		
CONDICIONES DE PAGO: 100% contra la entrega de los bienes y presentación de las actas de entrega-recepción-funcionamiento firmadas entre el proveedor y el Proyecto, y la Factura correspondiente. Importación: 90% del valor CIF, contra presentación de los documentos de embarque 10% del valor CIF y servicios conexos contra la entrega de los bienes y presentación de las actas de entrega-recepción-funcionamiento firmadas entre el proveedor y el Proyecto y la Factura correspondiente a los servicios conexos.		PEDIDO REALIZADO POR: Programa de las Naciones Unidas para el Desarrollo a pedido del Proyecto P/000XXXXX		
GARANTÍAS: (NO APLICA) a) Garantía o Póliza de Fiel Cumplimiento de Contrato por el 10% del valor total del contrato, irrevocable, incondicional y de cobro inmediato del presente Contrato, vigente 30 días adicionales a la entrega de los equipos. b) Los equipos tendrán una garantía técnica de 3 años, a partir de la fecha del acta de entrega-recepción-funcionamiento. c) Garantía bancaria de Buen Uso de Anticipo por el 100% del valor del anticipo de XX% del valor del contrato, irrevocable, incondicional y de cobro inmediato, vigente hasta la suscripción del acta de entrega-recepción-funcionamiento de los bienes.		No. DE DOCUMENTO DE COMPROMISO DE GASTOS Solicitud LPO Log.0XE- Fecha:XX/XX/XX		
CONDICIONES DE ENTREGA: SERVICIOS CONEXOS: Entrega en el lugar de destino final, instalación, puesta en marcha y capacitación para todos los bienes. INCUMPLIMIENTO: Si el proveedor no entregara los bienes o no prestara los servicios en todo o en parte dentro de los plazos especificados en el Contrato, UNDP, sin perjuicio de los demás recursos que tenga con arreglo al Contrato, podrá deducir del precio de éste por concepto de cláusula penal una suma equivalente al 0,1% por día del precio de los bienes no prestados, por cada día de demora que hasta la entrega tenga lugar hasta un máximo del diez por ciento (10%) del precio del Contrato. Una vez alcanzado ese mínimo, UNDP podrá rescindir el Contrato y el proveedor quedará registrado como contratista incumplido. SEGURO: El vendedor deberá asegurar la mercadería hasta el lugar de destino final. ENTREGAS PARCIALES O TOTALES: Esta orden de compra es válida para una sola entrega de las mercaderías especificadas (no vale para entregas múltiples o mercaderías pendientes de entrega anteriores). En caso de que las mercaderías enviadas no representen el pedido total, UNDP podrá ejercitar los derechos arriba indicados en "incumplimiento".		No. DE CUENTA (COA) DEL PROYECTO: XXXX-XXXX-XXXX-XXXX-XXXX		
PLAZO DE ENTREGA: XX días a partir de la firma de la presente Orden de Compra				
SON PARTE CONSTITUTIVA DE ESTE CONTRATO: 1) EL FORMULARIO DE OFERTA, COTIZACIÓN Y LISTAS DE PRECIOS PRESENTADOS POR EL PROVEEDOR del XX/XX/XX 2) LA LISTA DE EQUIPOS Y SERVICIOS 3) LAS ESPECIFICACIONES TÉCNICAS 4) LAS CONDICIONES CONTRACTUALES, ESTIPULADAS EN LOS DOCUMENTOS DEL PROCESO DE COTIZACIÓN/LICITACION XX/XX/XX Por tanto, los bienes deberán responder a las especificaciones técnicas/condiciones contractuales de esos documentos.				
AL VENDEDOR: ATENCION DE: FIRMA: _____ FECHA: _____ XX DIRECCIÓN: _____ Tel.: _____ Fax: _____ E-mail: _____		DESTINATARIO FINAL/ENVIAR A: Proyecto XXXXX DIRECCIÓN DE DESTINO FINAL: DIRECCION DEL PROYECTO:		
ITEM	DESCRIPCION	CANTIDAD	PRECIO UNIT.	PRECIO TOTAL
			COSTO TOTAL BIENES:	\$0,00
			COSTOS NACIONALES	\$0,00
			12% IVA	\$0,00
			TOTAL GENERAL:	\$0,00
RESPONSABLE DEL PAGO, SI NO ES EL PROPIO CONSIGNATARIO: <input checked="" type="checkbox"/> REPRESENTANTE RESIDENTE DE UNDP <input type="checkbox"/> OTRO (PRECISAR):		EN NOMBRE DE UNDP: Diego Zorrilla Representante Residente a pedido del Proyecto XX		
FACTURAR A: PNUD / Proyecto XX RUC No. 1791746791001 Programa de las Naciones Unidas para el Desarrollo - UNDP DIRECCIÓN: Av. Amazonas 2869 y La Granja, Quito - Ecuador TELEFONO: 2460-360 FAX: 2461-961		FIRMA	FECHA	
		TITULO Y NOMBRE DEL FUNCIONARIO AUTORIZADO: N/A		

General Terms and Conditions for Goods

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

2.1.1 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.

2.1.2 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.

2.1.3 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.

2.1.4 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 DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2000 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

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.

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:

- a) 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.
- b) Refuse to accept delivery of all or part of the goods.
- c) 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

