

**REQUEST FOR QUOTATION (RFQ)**

NAME & ADDRESS OF FIRM:	DATE: 08 August 2018
	REFERENCE: RfQ18/01794

Dear Sir / Madam:

We kindly request you to submit your quotation for delivery of **Recovery and Recycling Equipment and Sets of Tools for refrigeration technicians**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2 and Annex 3.

Quotations may be submitted on or before **22 August 2018, 16:30 (Moldova local time)** and via eTendering system to the address below:

<https://etendering.partneragencies.org>

Username: event.guest

Password: why2change

BU Code: MDA10 and Event ID 0000002668

Once uploaded, Bidders that have accepted the invitation in the system will be notified via e-mail that changes have occurred. It is responsibility of the Bidder to view the respective changes and clarification in the system.

Please consult eTendering Resources for Bidders for additional information on bidding:
<http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/>

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:

Delivery Terms [INCOTERMS 2010]	<input checked="" type="checkbox"/> DAP – Chisinau, Moldova
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror
Exact Address of Delivery Location (identify all, if multiple)	156a, Mitropolit Dosoftei Street, Office 302, Chisinau, MD-2004, Republic of Moldova
Distribution of shipping documents (if using freight forwarder)	Shipping documents should be sent to the address: UNDP United Nations House, (project 00106292), 131, 31 August 1989 Street, MD-2012, Chisinau, Republic of Moldova

Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> 60 calendar days from the issuance of the Purchase Order (PO)
Delivery Schedule	<input checked="" type="checkbox"/> Not Required
Packing Requirements	1. The equipment to be supplied in manufacturer's undamaged packaging; 2. The terms of storage, packaging and transportation should meet the requirements of manufacturer.
Mode of Transport	<input checked="" type="checkbox"/> AIR <input checked="" type="checkbox"/> SEA <input checked="" type="checkbox"/> LAND <input type="checkbox"/> OTHER
Preferred Currency of Quotation ¹	<input checked="" type="checkbox"/> United States Dollars Reference date for determining UN Operational Rate: 20 August 2018 https://treasury.un.org/operationalrates/OperationalRates.php
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes In the price proposals of Offerors VAT shall be clearly indicated. The price proposals of the Offerors will be compared without VAT.
After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of 2 (two) years from the delivery date, <input checked="" type="checkbox"/> Brand new replacement if Purchased Unit is beyond repair shall be done by the Supplier and at the Supplier's cost.
Deadline for the Submission of Quotation	22 August 2018, 16:30 (Moldova local time) https://etendering.partneragencies.org Username: event.guest Password: why2change BU Code: MDA10 and Event ID 0000002668
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Others: Romanian or Russian
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Company profile (short info up to 1 page); <input checked="" type="checkbox"/> Copy of Company's Registration Certificate; <input checked="" type="checkbox"/> Detailed technical description of the offered goods; <input checked="" type="checkbox"/> Certificates of quality for the offered equipment; <input checked="" type="checkbox"/> Statement or certificate of origin for the offered equipment; <input checked="" type="checkbox"/> List of recommended consumables and spares including prices and details on local availability for a period of 2 years; <input checked="" type="checkbox"/> Name and address of authorized service in Moldova; <input checked="" type="checkbox"/> A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users; <input checked="" type="checkbox"/> Confirmation that licenses of this nature have been obtained in the past and an expectation of obtaining all the necessary licenses should the quotation be selected; <input checked="" type="checkbox"/> Quality Certificates (ISO, etc.);

¹ 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.

	<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"/> List of completed and/or ongoing contracts for similar services for the past 3 (three) years, indicating beneficiary, period of execution; <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
Period of Validity of Quotes starting the Submission Deadline Date	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of goods
Liquidated Damages	0.1% of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ² ; <input checked="" type="checkbox"/> Minimum 3-year experience in the field; <input checked="" type="checkbox"/> Availability of certificates of quality and origin for the offered equipment; <input checked="" type="checkbox"/> Availability of authorized service in Moldova and comprehensiveness of after-sales services; <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Maximum delivery period not to exceed 60 working days upon signature of contract; <input checked="" type="checkbox"/> Earliest Delivery / Shortest Lead Time;
UNDP will award to:	<input checked="" type="checkbox"/> One Supplier: the contract will be awarded to the Offeror whose quotation will comply with all of the specifications, requirements as well as other evaluation criteria indicated in the RFQ and will offer the lowest price
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 30 calendar days
Conditions for Release of Payment	<input checked="" type="checkbox"/> Passing Inspection (checking compliance according to the technical specifications) <input checked="" type="checkbox"/> Complete Installation <input checked="" type="checkbox"/> Passing all Testing: Functional & Operational testing

² 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.

	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements
Annexes to this RFQ ³	<input checked="" type="checkbox"/> Specifications of the Goods Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Company Background Information Form (Annex 4) 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) ⁴	Anatolie Tarita, Ozone Office Coordinator Email: ozonmd@mail.ru ; environment@ozon.mldnet.com 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.

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

³ Where the information is available in the web, a URL for the information may simply be provided.

⁴ 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.

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/procurement/protest.shtml>.

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,



Denis Suschevici,
Head of Procurement Unit
UNDP Moldova

Technical Specifications

Recovery and Recycling Equipment and Sets of Tools for refrigeration technicians

Items to be Supplied	Quantity, piece	Description / Specifications of Goods	Latest Delivery Date
1.	2	REFRIGERANTS RECYCLING AND RECOVERY UNIT <ul style="list-style-type: none"> Power from 350 to 500 w; Type of refrigerants: HCFC and HFC; Portable, the maximum weight is not less than 80 kg; Recycling (productivity): gas 10 ÷ 15 kg/h; fluid 80 ÷ 120 kg/h; Voltage: 220 v; 50 Hz; current consumption phase ~1; Oil less compressor with cooling fan of condenser and built-in vacuum pump - 0.05 mbar; Measuring devices, embedded in equipment; Automatic high pressure safety switch; Overfill protection (OFP) switch; Automatic extraction; Casing: fully enclosed durable chassis on wheels; <p>OPERATIONS MANUAL: in Russian or English; WARRANTY: not less than 2 (two) years from the date of delivery of the equipment.</p>	60 calendar days upon signature of contract
2.	2	SPARE KITS FOR REFRIGERANTS RECOVERY UNIT <ul style="list-style-type: none"> Replaceable filters – 10 pieces for 1 unit; Kit of three standard (long) service hoses with spherical gates for unit (1 kit); Spare manometer (1 piece); Viewing control glass with standard connection (1 piece); Other spare parts at the discretion of the supplier which can be necessary for operation of the unit during 1 year. 	60 calendar days upon signature of contract
3.	2	PORTABLE CHARGING STATION (HC) <ul style="list-style-type: none"> Vacuum pump up to 35 Liter/min; Electronic scale range from 0 to 2000 g; Accuracy from 0 to 2 g; Refrigerant cylinder with valve; Vacuum gauge from 60 to 80 mm diameter; At least one LP gauge for R-134a, R-12, R-22 and one LP gauge for R-600a, Necessary charging hoses including one special hose of not less than 5 meter length in order to prevent any R600a gas (Isobutan) in the working area; <p>OPERATIONS MANUAL: in Russian or English; WARRANTY: not less than 2 (two) years from the date of delivery of the equipment.</p>	60 calendar days upon signature of contract
4.	2	SPARE KITS FOR PORTABLE CHARGING STATION (HC) <ul style="list-style-type: none"> Replaceable filters – 10 pieces per 1 unit; Kit of three standard (long) service hoses with spherical gates for unit (1 kit); Spare manometer (1 piece); Viewing control glass with standard connection (1 piece); Other spare parts at the discretion of the supplier which can be necessary for uninterrupted operation of the station during 1 year. 	60 calendar days upon signature of contract

5.	2	PORTABLE RECOVERY STATION <ul style="list-style-type: none"> Vapour rate: up to max. 22 kg/h; Liquid rate: up to 138 kg/h; Push-pull up to max. 378 kg/h; Allows for recovery of HCFC or HFC, including blends, such as R404a and R410a; Portable, the maximum weight is no more than 15 kg; Completely closed strong casing; OPERATIONS MANUAL: in Russian or English; WARRANTY: not less than 2 (two) years from the date of delivery of the equipment.	60 calendar days upon signature of contract
6.	2	SPARE KITS FOR PORTABLE RECOVERY STATION <ul style="list-style-type: none"> Replaceable filters – 10 kits per 1 piece; Kit of three standard (long) service hoses with spherical gates for unit (1 kit); Spare manometer (1 piece); Viewing control glass with standard connection (1 piece); Other spare parts at the discretion of the supplier which can be necessary for operation of the unit during 1 year. 	60 calendar days upon signature of contract
7.	1	HEAT PUMP CO2 <ul style="list-style-type: none"> Water Temperature Setting: min. 60....65°C; max. 85...90°C Type of heat pump: Air-Water Ambient Air Operating Temperature: -20....45°C Heat Pump Capacity: 4,0 – 5,0 kW Heat Pump COP: 4,0 – 5,0 Refrigerant Type: R744 (CO₂) Compressor Type: Inverter Power voltage: 220 V / 50 Hz Storage tank volume: 200...250 L. OPERATIONS MANUAL: in Russian or English; WARRANTY: not less than 2 (two) years from the date of delivery of the equipment.	60 calendar days upon signature of contract
8.	4	MULTI-REFRIGERANT ANALYZER <ul style="list-style-type: none"> For refrigerants HCFCs, HFCs and hydrocarbons (HC); - R-134a, R-22, R-404A, R-407C and R-410A and natural refrigerants as well Accuracy: +/- 2% of indicated gasses or better; Weight: Less than 10 lb; Temperature range from 50 to 110° F; Response time: Less than 3 Minutes; Humidity: from 0 to 95% RH non-condensing; Test sample size: not more than 5g per test; Test pressure: from 50 psi to 500 psi; A built-in USB port for additional refrigerants; OPERATIONS MANUAL: in Russian or English; WARRANTY: not less than 2 (two) years from the date of delivery of the equipment.	60 calendar days upon signature of contract
9.	4	SPARE KITS FOR MULTI-REFRIGERANT ANALYZER <ul style="list-style-type: none"> 5 sets of filters; 5 rolls of printer paper. 	60 calendar days upon signature of contract
10.	2	PORTABLE SOLDERING UNIT <ul style="list-style-type: none"> For iron, steel, tin, and nonferrous metals with brazing alloy; Powered by gas-oxygen; Flame temperature not less than 2830 °C; Weight not more than 25 kg; 	60 calendar days upon signature of contract

		OPERATIONS MANUAL: in Russian or English; WARRANTY: not less than 2 (two) years from the date of delivery of the equipment.	
11.	2	PORTABLE ELECTRONIC WEIGHING SCALES <ul style="list-style-type: none"> Capacity not less than 100 kg; Resolution up to 10 g; Accuracy $\pm 0.1\%$; OPERATIONS MANUAL: in Russian or English; WARRANTY: not less than 2 (two) years from the date of delivery of the equipment.	60 calendar days upon signature of contract
12.	2	DIGITAL VACUUM GAUGE <ul style="list-style-type: none"> Vacuum Range from 0 to 18000 microns; Resolution not less than 1 Micron; Not less than 7 units: Micron, PSI, InHg, mbar, Pascal, Torr, mTorr, Hook; Cleaning port for cleaning of sensor; Accuracy $\pm 10\%$ from 10–99 micron, ± 10 micron from 100–1000 micron; Overpressure up to 20 bar; OPERATIONS MANUAL: in Russian or English; WARRANTY: not less than 2 (two) years from the date of delivery of the equipment.	60 calendar days upon signature of contract
13.	2	INFRARED REFRIGERANT LEAK DETECTOR <ul style="list-style-type: none"> Three sensitivity levels down to 0.15 oz./year; Automatically recalibrates in highly contaminated areas to help pinpoint exact location of leak; Won't trigger on oil or moisture; Senses at least CFC, HFC, HCFC blends and HFO-1234yf refrigerants; Visual alert and peak button make it easy to find leaks in noisy environments; Audible alert with mute button. OPERATIONS MANUAL: in Russian or English; WARRANTY: not less than 2 (two) years from the date of delivery of the equipment.	60 calendar days upon signature of contract)
14	8	ELECTRONIC LEAK DETECTOR <ul style="list-style-type: none"> Sensitivity: 0.05 oz/yr; Can sense at least all HFC, refrigerants and blends including HFC's R410A, R404A, R407C, R134a & R32. Sensitivity Levels: MAX- 0.15oz/yr (4 g/yr), MED- 0.25oz/yr (7 g/yr), MIN- 0.5 oz/yr (14 g/yr); Warm-up time: approx. 30 seconds; Response time: instantaneous; OPERATIONS MANUAL: in Russian or English; WARRANTY: not less than 2 (two) years from the date of delivery of the equipment.	60 calendar days upon signature of contract
15.	2	AMMONIA LEAK DETECTOR OPERATIONS MANUAL: in Russian or English; WARRANTY: not less than 2 (two) years from the date of delivery of the equipment.	60 calendar days upon signature of contract
16.	2	LEAK DETECTOR OF METHANE AND PROPANE OPERATIONS MANUAL: in Russian or English; WARRANTY: not less than 2 (two) years from the date of delivery of the equipment.	60 calendar days upon signature of contract
Total:			

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁵

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁶)

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. RfQ18/01794:

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

Item No.	Description/Specification of Goods	Indicate parameters of the offered goods	Quantity	Latest Delivery Date	Unit Price (w/o VAT)	Total Price per Item (w/o VAT)
1.	REFRIGERANTS RECYCLING AND RECOVERY UNIT	Model: Manufacturer: Country of origin: Documents confirming quality of the offered goods (type, number, validity of relevant certificate, etc.)	2			
2.	SPARES KITS FOR REFRIGERANT RECOVERY UNIT		2			
3.	PORTABLE CHARGING STATION (HC)		2			
4.	SPARE KITS FOR PORTABLE CHARGING STATION (HC)		2			
5.	PORTABLE RECOVERY STATION		2			
6.	SPARE KITS FOR PORTABLE RECOVERY STATION		2			
7.	HEAT PUMP CO2		1			
8.	MULTI-REFRIGERANT ANALYZER		4			
9.	SPARE KITS FOR MULTI-REFRIGERANT ANALYZER		4			
10.	PORTABLE SOLDERING UNIT		2			
11.	PORTABLE ELECTRONIC WEIGHING SCALES		2			
12.	DIGITAL VACUUM GAUGE		2			
13.	INFRARED REFRIGERANT LEAK DETECTOR		2			
14.	ELECTRONIC LEAK DETECTOR		8			
15.	AMMONIA LEAK DETECTOR		2			
16.	LEAK DETECTOR OF METHANE AND PROPANE		2			
		Total Prices of Goods⁷				
		Add : Cost of Transportation				
		Add : Cost of Insurance				

⁵ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁶ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

⁷ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

		Add : Other Charges (pls. specify)	
		Total Final and All-Inclusive Price Quotation (DAP Chisinau, Republic of Moldova)	

TABLE 2 : Estimated Operating Costs (if applicable)

List of Consumable Item/s (Include fast moving parts, if any)	Estimated Average Consumption	Unit of Measure	Unit Price	Total Price per Item

TABLE 3 : Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows:	Your Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Delivery Lead Time (<i>not later than 60 days from the date of signing of the contract</i>)			
Warranty and After-Sales Requirements			
a) Minimum 2 (two) year warranty on both parts and labor			
b) Service Unit to be Provided when the Purchased Unit is Under Repair			
c) Brand new replacement if Purchased Unit is beyond repair			
Validity of Quotation (<i>not less than 90 days starting from the Submission Date</i>)			
Payment terms (<i>100% upon complete delivery and acceptance of goods for each shipment of goods</i>)			
All Provisions of the UNDP General Terms and Conditions (<i>Annex 3</i>)			

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

[Name and Signature of the Supplier's Authorized Person]
[Designation]
[Date]

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used

and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

- 7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
- 7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- 9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- 9.2 Refuse to accept delivery of all or part of the goods.
- 9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 **Amicable Settlement.** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 **Arbitration.** Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent,

shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

- 18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19. 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.

Annex 3

Company Background Information

Each legal entity or individual enterpriser submitting the quotation shall complete the form:

1	Name of Offeror:	
2	Address:	
3	Telephone Number:	E-mail:
4	Fax Number:	Contact Person:
5	Country of Registration:	Registration Year:
6	Name of Body Issuing Business Registration Certificate:	
7	Name and Position of the Head of Company/Organization:	
8	Contact Person under the Offer:	
9	Bank Details:	

[Name and Signature of the Supplier's Authorized Person]

[Designation]

[Date]