



Empowered lives.  
Resilient nations.

## REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	DATE: <b>23 April 2019</b>
	REFERENCE: <b>RfQ19/01905</b>

Dear Sir / Madam:

We kindly request you to submit your quotation for **supply of fuel to the UN Agencies in Moldova on Long Term Agreement basis**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **07 May 2019, 16:00 (Moldova local time)** via etendering system to the address below:

<https://etendering.partneragencies.org>

**Username: event.guest**

**Password: why2change**

**BU Code: MDA10 and Event 0000003655**

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 clarifications 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.

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

Delivery Term [INCOTERMS 2010]	<input checked="" type="checkbox"/> DAP Chisinau, Republic of Moldova
Delivery Date	Upon submission of the request
Exact Address of Delivery Location (identify all, if multiple)	Gas stations
Packing Requirements	Ordered fuel shall be provided in electronic/smart card

Preferred Currency of Quotation	<input checked="" type="checkbox"/> Moldovan Lei  Reference date for determining UN Operational Exchange Rate: <b>7 May 2019</b>
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	N/A
Deadline for the Submission of Quotation	<b>7 May 2019, 16:00 (Moldova local time)</b>  IMPORTANT NOTE: the time zone indicated in the Tendering system is New York Time zone. <b><u>PLEASE NOTE:</u></b> 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. The correct proposal closing time is as indicated in the e-tendering portal and system will not accept any proposal after that time. It is the responsibility of the proposers to make sure proposals are submitted within this deadline. UNDP will not accept any proposal that is not submitted directly in the system. 2. Try to submit your proposal a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your proposal at the last minute, UNDP may not be able to assist.
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Romanian
Documents to be submitted	<input checked="" type="checkbox"/> Electronic submission of Proposal <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a> <b>Username: event.guest</b> <b>Password: why2change</b>  <b>Please note:</b> 1. <u>It is strongly recommended to create your username with two parts, your first name and last name separately by ".", similar to the one shown above.</u> 2. <u>You can participate in the proposal event only if you have registered in the system.</u>  <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"/> List and/or map of all gas stations; <input checked="" type="checkbox"/> Description of the mechanism of electronic card scheme, reporting and special bonuses, if any; <input checked="" type="checkbox"/> Certificates of origin, quality and conformity or other equivalent document confirming that goods are in compliance with compulsory requirements (international/national norms and standards) for the types of fuel - certificate(s)/record(s) of conformity, issued or acknowledged by relevant regulatory entity/body; <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any;

	<input checked="" type="checkbox"/> Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures; <input checked="" type="checkbox"/> Latest Income Statement and Balance Sheet, including Auditor's Report for the past three (3) fiscal years. UNDP will check the financial accounts to compute the quick ratio (QR). Quick ratio tests the company's financial strength and liquidity by calculating a company's liquid assets in proportion to its liabilities. <b>If QR is less than 1:</b> UNDP shall verify financial capacity of the Bidder and has the authority to seek references from concerned parties & banks on the Bidder's financial standing. UNDP has the right to reject any bid if submitted by a Bidder whom investigation leads to a result that it is not financially capable and/or had serious financial problems; <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past 3 years; <input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation the amounts involved, and the final resolution if already concluded. <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"/> 60 days <input type="checkbox"/> 90 days <input type="checkbox"/> 120 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% within 30 days upon UNDP's acceptance of the products delivered as specified and receipt of invoice
Liquidated Damages	Will not be imposed
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <sup>1</sup> ; <input checked="" type="checkbox"/> Minimum 3 years experience in the supply of fuel; <input checked="" type="checkbox"/> Availability of certificates of quality and origin; <input checked="" type="checkbox"/> Availability of electronic card and of management reporting systems; <input checked="" type="checkbox"/> Meeting Minimum number of gas stations as required in the Schedule of Requirements; <input checked="" type="checkbox"/> Minimum annual turnover of USD 120,000 for the past three (3) years. <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier

<sup>1</sup> 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.

Type of Contract to be Signed	<input checked="" type="checkbox"/> Long-Term Agreement <sup>2</sup> ( <i>Contract for Goods and/or Services.</i> )
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 30 days
Conditions for Release of Payment	<input checked="" type="checkbox"/> Others: Products purchased will be paid through bank transfer to the bank account of the LTA holder, within 30 days upon delivery and submission of invoices. Bidder shall submit monthly invoice on the first week of following month. Separate invoices shall be submitted to each UN agency. In case of change of the prices for fuel the supplier should notify in writing UNDP Moldova on changes of the prices one week in advance
Annexes to this RFQ	<input checked="" type="checkbox"/> Schedule of Requirements and Technical Specifications (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3).  Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) <sup>3</sup>	Olga Driga, Procurement Associate <a href="mailto:olga.driga@undp.org">olga.driga@undp.org</a> 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.

<sup>2</sup> Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation

<sup>3</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.


Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf).

Thank you and we look forward to receiving your quotation.

Sincerely yours,

DocuSigned by:  
  
34FB60192D0E4DB...  
Dorin Rotaru,  
ARR Operations

**Annex 1****Schedule of Requirements and Technical Specifications****Background:**

In order to support their needs, as well as the needs of their projects and partners operations, the UN Agencies in the Republic of Moldova are procuring fairly large quantities of petroleum fuel (petrol and diesel), and have decided to join efforts for entering into a Long Term Agreement with qualified supplier of the various types of fuel described in the Technical Specifications sub-section.

UNDP Moldova has been selected as the Lead Agency to organize and conduct the bidding process for identifying one supplier of fuel on behalf of the following UN Agencies in Moldova: IMF, WHO, IOM, UNHCR, UNFPA, UNAIDS, UNICEF, UN Women, EBRD. UNDP Moldova, on behalf of the UN Agencies listed above, envisages entering into Long Term Agreement with one qualified supplier of fuel for an initial period of one year with the option to extend it for two additional years, subject to a satisfactory performance evaluation.

The approximate quantities for each type of fuel procured by the UN Agencies in Moldova during the period of the LTA (3 years) are indicated in the table below. The volumes indicated below are based on historical volume of transactions of UNDP Moldova during the last three years:

No.	Description	Total quantity ordered (liters)
1	Petrol 95	100,000
2	Petrol 98	10,000
3	Diesel	30,000
	<b>Total</b>	<b>140,000</b>

Neither this document nor the LTA that will be signed shall set a minimum guarantee on volume sales on the part of the UNDP Moldova. The successful bidder shall neither be allowed to impose such a guarantee of volume from the UNDP Moldova at any time before or during the life of the LTA. All figures indicated in the table above are estimations of required volumes, based on historical volume of transactions of the UNDP Moldova, and are not to be taken as a guarantee of business transactions from the UNDP Moldova.

**Scope:**

UNDP Moldova, on behalf of the UN Agencies listed above, is inviting quotations for the supply of various types of fuel as per Technical Specifications presented below. Offered fuel products that do not comply with the functional requirements shall be disqualified.

*Packaging:*

Ordered fuel shall be provided in electronic/smart card.

*Environmental Considerations:*

Offerors shall describe, as applicable, how environmental protection issues are taken into account throughout the manufacturing and/or delivery process. Eco-labels applied, if any, shall also be described.

**Organizational Settings:**

Offerors shall provide the name and contact information of a Customer Relations Manager or similar, responsible for the smooth running and execution of orders placed by the UN Agencies in Moldova.

**Special bonus programme or provision of corporate discounts will be an added advantage.**

*Supply of Fuel to authorized personnel:*

The supplier shall provide the fuel only to the UN authorized personnel driving the UN plated car. Bidders must describe their control procedure to be put in place in order to ensure compliance to this. The list of all vehicles and their corresponding plate numbers will be provided by respective UN Agency.

*Reporting System:*

The supplier shall have a management reporting system which is able to maintain electronic reports of the volume of liters consumed by UN Agencies and respective amounts. The supplier will be submitting reports to each UN focal point(s) (Administration and/or procurement sections) on a quarterly basis or at any time upon request by the UN Agencies for effective coordination, arrangement and information.

The supplier shall be responsible for submission of the consolidated annual report of actual consumption by product and by UN agency to UNDP for reporting purpose not later than 31 January of the following year.

**Qualifications of Bidders:**

Bidders shall meet the below minimum criteria to be eligible for financial evaluation. **Contract will be awarded to the lowest-priced offer (including the offered special bonus) among those who will be found compliant/responsive to these minimum requirements.**

	<b>Minimum Qualification/Eligibility Criteria</b>	<b>Offerors's Required Supporting Documents and Terms of Supply</b>
<b>Qualification and Experience of Company</b>	<ul style="list-style-type: none"> <li>- Properly registered with license to operate the business in Moldova</li> <li>- Minimum three years experience in similar contracts</li> </ul>	<ul style="list-style-type: none"> <li>• Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured</li> <li>• Certificate of Registration of the business, including Articles of Incorporation</li> <li>• Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder (if any)</li> </ul>
	- Having Financial stability: <ul style="list-style-type: none"> <li>• Minimum annual turnover;</li> <li>• Current ratio of not less than 1.0*</li> </ul>	<ul style="list-style-type: none"> <li>• Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 3 years</li> </ul>
<b>Required Minimum Number of Gas Stations Network</b>	Offerors shall comply with the following minimum qualification requirements related to their gas stations networks: <ul style="list-style-type: none"> <li>• minimum 40 (forty) gas stations on the territory of Moldova and 8 (eight) gas stations in Chisinau city</li> <li>• minimum 1 (one) gas station in 9 (nine) of the following districts of Moldova: Edinet, Briceni, Ocnita, Donduseni, Soroca, Floresti, Cahul, Soldanesti, Rezina, Orhei, Criuleni, Anenii Noi, Causeni,</li> </ul>	<ul style="list-style-type: none"> <li>• Submission of list and/or map of owned gas stations in the Republic of Moldova, clearly delimitating the rayon/district they are located in</li> </ul>

	Stefan Voda, Basarabasca, Cimislia, Comrat and Taraclia	
<b>Smart card requirement and reporting</b>	Ability to provide electronic cards which allows to apply the bonuses with electronic monitoring supported by hard copy reports	<ul style="list-style-type: none"> <li>• Providing description of the mechanism of electronic card scheme and special bonuses (if any)</li> <li>• Providing description whether the proposed card is able to be monitored electronically and supported by hard copy reports of fuel usage</li> </ul>
<b>Certificate(s) of conformity and Quality Assurance</b>	Quality Assurance of Fuel: Fuel to be supplied shall conform to the product specifications and to standards and regulations enforced by the Government of Moldova and other relevant international regulatory institutions	<ul style="list-style-type: none"> <li>• Submission of Certificates of origin, quality and conformity or other equivalent document confirming that goods are in compliance with compulsory requirements (norms and standards) for the types of required fuel: Certificates of Conformity issued by relevant regulatory body of the Republic of Moldova and Certificates of Quality issued by relevant regulatory body in the country of origin/production of the offered fuel products</li> </ul>
<b>Condition for Fuel Supply</b>	Acceptability of payment terms and other terms and conditions as per the Data Sheet above	This confirmation on the acceptability is provided in Annex 2 Quotation form
<b>UNDP General Term and Conditions</b>	Acceptability of all provisions of the UNDP General Terms and Conditions	This confirmation on the acceptability is provided in Annex 2 Quotation form

\* see details in Data Sheet above

#### *Financial Evaluation:*

The total amounts shall be compared only for the technically qualified and responsive bidders. The total amount shall be calculated by multiplying the final discounted price (including special bonuses provided) with the estimated quantity of fuel required per 3 years. The Long Term Agreement shall be offered to the lowest priced technically qualified and responsive Bidder.

#### **Payment terms:**

Products purchased will be paid through bank transfer to the bank account of the LTA holder, within 30 days upon delivery and submission of invoices. Bidder shall submit monthly invoice on the first week of following month. Separate invoices shall be submitted to each UN agency. In case of change of the prices for fuel the supplier should notify in writing UNDP Moldova on changes of the prices one week in advance.

**Please note that all purchases shall be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.**



## Technical Specifications

Item	Description of goods	Estimated Quantity (per 3 years)
<u><i>Entire Moldova and Chisinau</i></u>		
1.	<b>PETROL EN228 TYPE 1</b> Octane level, "Research" method: max 95.0	<b>100,000 liters</b>
2.	<b>PETROL EN228 TYPE 2</b> Octane level, "Research" method: max 98.0	<b>10,000 liters</b>
3.	<b>DIESEL EN590</b> Sulfur, PPM: max. 10	<b>30,000 liters</b>

## Annex 2

**FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>4</sup>*****(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>5</sup>)***

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. 1905:

1. The Bidder is required to prepare the Quotation form as indicated below.
2. The Quotation form must provide the cost (Table 1) and discount (special bonus in %) breakdown (Table 2) for each item. Separate figures must be provided for each functional grouping or category, if any.
3. For any future order placed by the UN Agencies in Moldova, **the invoiced prices will be defined based on the panel unit prices on the date of placement of the order and applicable discount offered (special bonus). The discounts offered (special bonus) shall be valid for the duration of the LTA.**
4. The format shown on the following pages is suggested for use as a guide in preparing the Quotation form. The format uses a specific structure, which may or may not be required or applicable but are indicated to serve as examples. **Please use only light-grey fields for entering your information.**

**TABLE 1 : Price schedule Form**

1	PETROL EN228 TYPE 1	Price, MDL , VAT included	Price, MDL , VAT excluded
	Unit price displayed on city panels		
2	PETROL EN228 TYPE 2	Price, MDL	Price, MDL
	Unit price displayed on city panels		
3	DIESEL EN590	Price, MDL	Price, MDL
	Unit price displayed on city panels		

**TABLE 2 : Special discount (%)**

1	PETROL EN228 TYPE 1, (%)
2	PETROL EN228 TYPE 2, (%)
3	DIESEL EN590, (%)

<sup>4</sup> This serves as a guide to the Supplier in preparing the quotation and price schedule.

<sup>5</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Availability of electronic card mechanism			
Acceptability of payment terms and other terms and conditions as per RFQ requirements			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</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.

## Certificate Of Completion

Envelope Id: FB5FE144321744C1AC83085334DA0753	Status: Completed
Subject: Please DocuSign: RFP 1905_Supply of fuel on LTA basis.docx	
Source Envelope:	
Document Pages: 15	Signatures: 1
Certificate Pages: 1	Initials: 8
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Olga Driga
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	olga.driga@undp.org
	IP Address: 87.255.68.247

## Record Tracking

Status: Original	Holder: Olga Driga	Location: DocuSign
4/23/2019 4:58:06 AM	olga.driga@undp.org	

## Signer Events

Olga Driga  
olga.driga@undp.org  
Procurement Associate  
United Nations Development Program  
Security Level: Email, Account Authentication (None)

## Signature



Signature Adoption: Uploaded Signature Image  
Using IP Address: 87.255.68.247

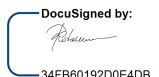
## Timestamp

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Viewed: 4/23/2019 5:00:49 AM  
Signed: 4/23/2019 5:01:03 AM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dorin Rotaru  
dorin.rotaru@undp.org  
Assistant Resident Representative, Head of Operations  
United Nations Development Program  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
34FB60192D0E4DB...

Signature Adoption: Uploaded Signature Image  
Using IP Address: 87.255.68.247

Sent: 4/23/2019 5:01:04 AM  
Viewed: 4/23/2019 5:45:19 AM  
Signed: 4/23/2019 5:45:30 AM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent	Hashed/Encrypted	4/23/2019 5:01:04 AM
Certified Delivered	Security Checked	4/23/2019 5:45:19 AM
Signing Complete	Security Checked	4/23/2019 5:45:30 AM
Completed	Security Checked	4/23/2019 5:45:30 AM

## Payment Events

## Status

## Timestamps