

REQUEST FOR QUOTATION (RFQ) (Goods)

EVENT ID. BRBRFQ0271

Dear Sir / Madam:

We kindly request you to submit your quotation for Refrigeration and cooling equipment and tools, 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 March 30, 2017 and via $\boxtimes e$ -mail, \square courier mail or \square facsimile to the address below:

United Nations Development Programme Barbados and the OECS

UN House, Marine Gardens Procurement Service Unit **Procurement.bb@undp.org**

Quotations submitted by email must be limited to a maximum of 10 MB and virus-free. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

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

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

ANNEX 1

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

Delivery Terms [INCOTERMS 2010]	□FCA □CPT □CIP			
(Pls. link this to price schedule)	⊠DAP □Other <i>[pls. specify]</i>			
Customs clearance ¹ , if needed, shall be done by:	☑UNDP☐Supplier/Offeror☐Freight Forwarder			
Exact Address/es of Delivery Location/s (identify all, if multiple)	National Ozone Unit Ministry of Environment and Drainage 10th Floor, Warrens Tower 2 Warrens, St. Michael, Barbados			
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	 ⊠ 30 days from the issuance of the Purchase Order (PO). □ As per Delivery Schedule attached 			
Delivery Schedule	⊠Required □Not Required			
Mode of Transport	□ AIR	⊠LAND □ OTUE		
Value Added Tax on Price Quotation ²		☐ OTHER of VAT and other applicable indirect taxes of VAT and other applicable indirect taxes		
After-sales services required	 ✓ Warranty on Parts for minimum period of 12 months (required only for the items included in Lot 1 and Lot 2) ✓ Technical Support ✓ Provision of Service Unit when pulled out for maintenance/ repair ✓ Others [pls. specify] 			
Deadline for the Submission of Quotation		(Eastern Caribbean Time Zone)		
All documentations, including catalogs, instructions and operating manuals, shall be in this language	 ☑ English ☐ French ☐ Spanish ☐ Others [pls. specify, including dialects, if needed] 			
Documents to be submitted ³	·	Form as provided in Annex 2, and in st of requirements in Annex 1;		

¹ Must be linked to INCO Terms chosen.

² This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods. ³ First 2 items in this list are mandatory for the supply of imported goods

	☐ 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;
	☐ 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;
	☐ Quality Certificates (ISO, etc.);
	☐ Latest Business Registration Certificate;
	☐ Latest Internal Revenue Certificate / Tax Clearance;
	☐ Manufacturer's Authorization of the Company as a Sales Agent (if
	Supplier is not the manufacturer; <u>required only for the items</u>
	included in Lot 1);
	Certificate of Exclusive Distributorship in the country (if
	applicable, and if Supplier is not the manufacturer);
	☐ Evidence/Certification of Environmental Sustainability ("Green"
	Standards) of the Company or the Product being supplied;
	☐ Complete documentation, information and declaration of any
	goods classified or may be classified as "Dangerous Goods";
	☐ Patent Registration Certificates (if any of technologies submitted
	in the quotation is patented by the Supplier);
	Council 1267/1989 list, UN Procurement Division List or other UN
	Ineligibility List;
	☐ Others [pls. specify as many as required]
	⊠ 60 days
Period of Validity of Quotes	□ 90 days
starting the Submission Date	☐ 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	☐ Not permitted
	\boxtimes Permitted [Quotes for only 1 or 2 of the 3 lots will be accepted.]
Payment Terms ⁴	☐ Others [pls. specify]
	= 2 5 [b.o. akaa])]

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⁴ UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

	☐ Technical responsiveness/Full compliance to requirements and
Evaluation Criteria	lowest price ⁵
[check as many as applicable]	☐ Comprehensiveness of after-sales services
	☐ Full acceptance of the PO/Contract General Terms and Conditions
	☐ Earliest Delivery / Shortest Lead Time ⁶
	☐ Others [pls. specify]
	☐ One and only one supplier
UNDP will award to:	☑ One or more Supplier, depending on the following factors: Lot 1;
	Lot 2; Lot 3
	□ Purchase Order
Type of Contract to be Signed	☐ Long-Term Agreement ⁷
	☐ Other Type/s of Contract Institutional or Professional Services
	Contract
	☐ Cancellation of PO/Contract if the delivery/completion is delayed
Special conditions of Contract	by 30 days
	☐ Others [pls. specify]
	Procurement Unit
Contact Person for Inquiries	UNDP Barbados and the OECS
(Written inquiries only) ⁸	+1 (246) 467-6023; Email - procurement.bb@undp.org
	Any delay in UNDP's response shall be not used as a reason for
	extending the deadline for submission, unless UNDP determines that
	such an extension is necessary and communicates a new deadline to
	the Proposers.

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. The system automatically calculates the final bid prices by

⁵ 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.

⁶ This shall be used for time-critical and/or exigent requirements (e.g., post-crisis emergencies, elections, etc.).

⁷ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation

⁸ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

multiplying the unit price by the quantity. In the event when the Bidder put a quantity that is different from the quantity required, provided that the Bid is substantially responsive, UNDP will re-calculate the Bidders total price based on the correct quantity and using the unit prices offered by the Bidder. Unit prices cannot be changed.

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 process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Procurement Unit UNDP Barbados and the OECS March 16, 2017

Technical Specifications

[LOT1: EQUIPMENT]

No.	Quantity	Description of Goods	Specifications		
1	1	Mobile Refrigerant System	Dimensions: 76"H x 51"W x 31"D		
		Trainer	Shipping weight: 575 lbs.		
			Hampden mobile refrigeration system trainer or		
			equal		
2	3	12000 BTU Condenser	12000 BTU R410a 50Hz 1 PH;		
			DELTA 12000 BTU Inverter Condenser or equal		
3	3	Wall Evaporator Inverter Units,	15S EER, R410, 12000 BTU 50Hz 1PH;		
		15S EER, R-410, 12000 BTU	DELTA Wall Evaporator Inverter Units or equal		
		50Hz			
4	4	Condenser	4700 BTU/hr (0.5 hp), 200/220 volts 1 phase 50		
			Hz R404A;		
			Bally condenser or equal		
5	4	Evaporator	4300 BTU/hr 200/220 volts 50Hz R404A;		
	4		Bally evaporator or equal		
6		Condenser	Hampden Recirculating Air Conditioning		
	1		Demonstrator (70"H x 88"W x 31"D; shipping		
			weight: 1,450 lbs.) or equal		

[LOT2: DEVICES]

No.	Quantity	Description of Goods	Specifications		
7	4	Electronic scales	Digital electronic charging scale of Yellow Jacket		
			(21.5 lbs.; 16.1 x 15.7 x 3.6 inches) or equal		
8	4	Vacuum pumps	Two-stage rotary vane oil-sealed pump field-		
			rated at 15 microns or better;		
			Yellow Jacket (13 lbs.; 9 x 7 x 13 inches) or equal		
9	4	Leak Detector (Electronic leak	Sensitivity: HFC – 0.06 oz. (1.7 g)/year;		
		detector)	HCFC – 0.03 oz. (0.9 g)/year;		
			HFO – 0.15 oz. (4.3 g)/year;		
			Yellow Jacket (17.1 x 7.2 x 3.5 inches; 4 lbs.) or		
			equal		
10	20	Sensor Leak Detector Filter	Spare parts as required by No.9) "Leak Detector"		
11	4	Universal Recovery Machine	Yellow Jacket (15 x 14 x 21 inches; 28 lbs.) or		
		115/60	equal		

No.	Quantity	Description of Goods	Specifications			
12	3	Refrigerant Management System (MAC Sector)	Performs SAE J2788H service; Allows simple and quick clearing of the service hoses to minimize PAG oil contamination; Reduces oil contamination well below the allowable amount; Minimises cross contamination of oil; Fully automatic; Yellow Jacket (50-lb. storage tank; 45 x 29 x 19.5 inches) or equal			
13	4	Refrigerant Identifier, Table top	Operating temperature range: 50° to 110°F; Refrigerants identified: R-12, R-408A, R-409A, R-417A, R-421A, R-421B, R-422A, R-422B, R-422C, R-427A and R-600a; Output: Digital display and LEDs; Power requirements: 12 VDC @ 2A via 110/220 VAC; Response time: Less than three minutes Built-in printer; Yellow Jacket (8 lbs.) or equal			
14	8	Identifier Printer Paper rolls	Spare parts as required by No.13 "Refrigerant Identifier"			
15	12	In-line Identifier Filter	Spare parts as required by No.13 "Refrigerant Identifier"			
16	4	Digital Multimeter	Offers commonly used HVAC digital multimeter features such as temperature, micro amps to troubleshoot flame sensors, and capacitance to check motor startup capacitors; Safety rating: CAT III 600V; Amprobe HVAC multimeter or equal			
17	4	Wireless HVAC Clamp-on Meter				
18	4	600 Amp AC TRMS HVAC Clamp multimeter	Amprobe 600A AC TRMS Motor Maintenance HVAC Clamp Meter or equal			
19	8	Refrigeration Gauge Manifold with Permeation Resistant Hoses suited for R410A/404A/22/	4-Valve Test and Charging Manifold of Yellow Jacket (Aluminium Alloy; 12.9 x 11.8 x 5.4 inches) or equal			
20	2	Nitrogen Regulator and hose set	1/4" Flare (M) connection Uniweld RHP 800 Nitrogen Regulator or equal			

No.	Quantity	Description of Goods	Specifications			
21	2	Oxygen and Acetylene Regulator, hose and torch set	Cutting capacity: 1/2" with supplied tip; up to 6" with optional tips; Welding capacity: 1/8" with supplied tips; up to 1-1/4" with optional tips; Uniweld medium duty oxy/fuel outfit for cutting, welding and brazing or equal			
22	2	Hand-Held Refractometer	Refractive range 1.435 to 1.520 at room temperature; Yellow Jacket hand-held refractometer or equal			
23	2	Oil Pump	Remove oil for recovery and conversion; Add oil to existing systems; Pumps 2.6 oz. or 78 ml per stroke; Pumps against 200 psi pressure; Universal stopper automatically adjusts to all standard openings in 1, 2-1/2 and 5 gallon oil containers; Yellow Jacket combination oil pump or equal			
24	4	Electronic Vacuum Gauge, Hand Held	Accuracy: +/- 20% of reading; Yellow Jacket hand-held vacuum gauge (1.5 lbs.) or equal			
25	4	Wet bulb Thermometer (Hygrometer)	Yellow Jacket hand held digital pshchorometer (3" x 2" x 8") or equal			
26	2	Anemometer Kit	Yellow Jacket anemometer kit (3.5 lbs.) or equal			
27	2	Thermo-Anemometer with Hot Wire Probe	Measuring range: 0 to +4000 fpm; Accuracy: ±(6 fpm +5% of rdg.); Testo 425 thermo-anemometer or equal			
28	2	Infrared Thermometer	±2% or 2°C accuracy; 0.1°F resolution at -40° to 212°F (-40° to 100°C)			
29	1	Flow Hood with Bluetooth	Testo 420 flow hood or equal			
30	8	Recovery Cylinders, 30lbs, 400 psi with float switch	As specified			

[LOT3: TOOLS]

No.	Quantity	Description of Goods	Specifications
31	8	3 in 1 Tube Bender kit	three-in-one bender for 1/4", 5/16" and 3/8" O.D. tubing
32	8	Tube cutters, large 1/4" to 1-5/8"	Yellow Jacket Large tube cutter (1/4" to 1-5/8") or equal
33	8	Swaging and 45 degree Flaring Tool 3/16" to 3/4"	As specified

No.	Quantity	Description of Goods	Specifications			
34	8	Tube cutters (1/4" to 1-1/8")	Yellow Jacket (1/4" to 1-1/8" O. D.; 4 lbs.) or equal			
35	6	6 PC. Bending Springs Set	Set of 6 sizes "1/4", 5/16", 3/8", 7/16", 1/2" and 5/8" O.D.			
36	2	Fan Blade Puller	Includes a 15/16" hex head and 5/8" shaft (milled back) 1 - 1/2" and undersized for 1/2" shaft opening; Removes squirrel cage type blower wheels; Pulls off fan blades; Remove pulleys or sheaves; Fits 1-3/4" hub maximum; Yellow Jacket fan blade puller or equal			
37	2	Small Snap Rind Pliers	Yellow Jacket fan blade puller or equal Compact pliers for use on SealRight™ coupler with interchangeable tips; Works on internal and external retaining rings where bearings are used, where a shaft must be held in a bore, under the dashboard and more; Yellow Jacket retaining ring pliers or equal			
38	4	Standard Ratchet Wrench	1/4" and 3/16" at one end; 3/8" and 5/16" at other end; For opening and closing compressor service valves, rotalock valves and shutoff valves; Yellow Jacket ratchet wrench (1.6 oz) or equal			
39	4	3/8 X 1/2 Square Ratchet	3/8" square one end; 1/2" square at other end; Reversible; Yellow Jacket refrigerant wrench or equal			
40	4	3/16 and 5/16 Valve Adapter	3/16" and 5/16"			
41	4	Pinch-off Tools	Yellow Jacket pinch-off tools (1.5 lbs.) or equal			
42	2	Capillary Tubing Cutter	Yellow Jacket tube cutter (2.4 oz) or equal			
43	4	1/4" Core/Vacuum/Charging Tool	Extra 1/4 side port on 18975 to attach electronic micron vacuum gauge right at system for greater; Evacuate and charge through an unrestricted line for increased speed and higher vacuum; Yellow Jacket Charge tool (3" x 1" x 1") or equal			
44	2	3-Pak Ball Valve Adapter (Red, Blue, Yellow)	Yellow Jacket ball valve adapter hoses (9.3 x 2.9 x 1.3 inches) or equal			
45	4	2-1/4" Dia. Magnify Mirror	2-1/4" round mirror; 2x magnification; Yellow Jacket magnify mirror (1.5 lbs.) or equal			
46	8	Torpedo Aluminum Level	Accuracy: 0.001; Magnet Type: Rare Earth Klein aluminum torpedo level (8.2 x 3.8 x 0.8 inches) or equal			
47	4	R134a Hi Side CPLR 3/8" FL	14 mm Female thread or 1/4" Male flare			

No.	Quantity	Description of Goods	Specifications			
48	4	R134a Lo Side CPLR 3/8" FL	14 mm Female thread or 1/4" Male flare			
49	4	MAC Coupling High Side	14 mm Female thread or 1/4" Male flare			
50	4	MAC Coupling Low Side	14 mm Female thread or 1/4" Male flare			
51	4	Ratcheting Crimping Tool	Crimps insulated terminals in were sizes 22-16 (front cavity), 16-14 (middle cavity), and 12-10 (rear cavity)			
52	1	6" American Pattern Files Set with Natural Finish	Includes 6" Slim Taper, Extra Slim Taper, 8" Bastard Cut Flat and Half-Round, 10" Bastard Cut Mill, Flat, Half-Round and Round, 12" Bastard Cut Mill Files			
53	4	6" Adjustable Wrench	As specified			
54	4	10" Adjustable Wrench	As specified			
55	4	12" Adjustable Wrench	As specified			
56	2	14" Pipe wrench	As specified			
57	1	Combination Wrench Set – SAE	Wrenches included: 7/16, 1/2, 9/16, 5/8, 11/16, 3/4, 13/16, 7/8, 15/16, 1"			
58	1	1/4" 3/8" 1/2" Drive SAE/Metric Socket Set 89 Pieces	1/4" 3/8" 1/2" drive sae/metric"			
59	1	15 - Piece Antislip Combination Wrench Set – Metric 5-5/32 to 16-59/64	15 - Piece Antislip Combination Wrench set, metric 5-5/32 to 16-59/64"			
60	1	10" Groove Joint Smooth Jaw Tongue and Grove Pliers	As specified			
61	1	10-1/4" Groove Joint Straight Jaw Tongue and Groove Plyers	As specified			
62	4	Curved Jaw Locking Plyers 7" (Vise Grips)	As specified			
63	4	Long Nose Pliers	N/A			
64	4	8" Diagonal Cut Pliers	As specified			
65	4	10" Journeyman Pump Pliers	As specified			
66	4	Long shaft magnetic nut driver (metric)	The nut drivers must meet or exceed applicable ASME/ANSI specification.			
67	4	long shaft magnetic nut driver (imp)	The nut drivers must meet or exceed applicable ASME/ANSI specification.			
68	2	7 pc. Combination Screw Driver Set	Tip size: Phillips #1, #2; Keystone 1/4" (6.4 mm), 5/16" (7.9 mm); (3) Cabinet 1/8" (3.2 mm)			
69	4	12 pc. Long Arm Hex Key Caddy Set				
70	4	8 oz. Ball Peen Hammer 12- 1/2"	As specified			
71	6	High Tension Hacksaw	Blade length: 12"			

No.	Quantity	Description of Goods	Specifications		
72	4	25' Tape Measure	As specified		
73	2	Punch & Chisel Set (pin punch, center punch, cold chisel)	14-piece set		
74	4	Friction Lighters	Uniweld Flint Lighter (7.8 x 1.8 x 1.4 inches) or equal		
75	1	12 V Max Li-IonCordless Drill	Voltage: 12.0; Battery type: Li-lon; Chuck size: 3/8"		
76	1	3/4 Motor HP Bench Drill Press Belt Drive 15" Swing 120/240 V	3/4 hp bench drill press belt drive 15" swing 120/240"		
77	2	29 pc. Regular Point Drill Bit Set	29 pc.		
78	2	Digital Vernier Caliper	Caliper range: 0-12"/0-300mm; Resolution: 0.0005"/0.01mm; Accuracy: +/-0.0015"/0.03mm; Jaw depth: 2-1/2"		
79	4	Offset Left-Cutting Aviation Snips	Cutting length: 1-1/4" (31.8 mm); Cutting capacity: 18 Gauge		
80	2	Belt tensioner	ANSI Chain Size: 35; V-Belt Size Range: A, B, 3L; Mounting Hole (Inch): 5/16; Grainger chain/belt tensioner or equal		
81	2	6 Ft. Fiberglass Step Ladders with 300 LBS Load Capacity	6 Ft. Fiberglass Step Ladders with 300 lbs load capacity		
82	4	Multipurpose 6-in-1 Tool Wire Stripper	Overall length: 7-3/4" (196.9 mm); Bolt size: 4-40, 6-32, 8-32, 10-24, 10-32; Weight: 7.0 oz (198g)		
83	3	100 Ft. Extension Cord	As specified		
84	2	Mobile Workbench	Husky 9-drawer mobile workbench (46.1 H x 37.1 H x 18.1 D inches) or equal		
85	2	Allen Wrench Set, Metric	Includes 13 SAE and 13 metric keys covering sizes 0.05, 1/16, 5/64, 3/32, 7/64, 1/8, 9/64, 5/32, 3/16, 7/32, 1/4, 5/16, 3/8 in. and 1.5, 2, 2.5, 3, 4, 4.5, 5, 5.5, 6, 7, 8, 9, 10 mm		
86	4	3/8" Square Drive 10 - 80 Nm Ratchet Torque Wrench	As specified		
87	1	Pedestal Grinder	Dewalt 6-inch bench grinder (16.8 x 11.4 x 9.4 inches; 26 lbs.) or equal		

Procurement Unit UNDP Barbados and the OECS March 16, 2017

FORM FOR SUBMITTING SUPPLIER'S QUOTATION9

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

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. 271:

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

Item No.	Description	Make	Part Number	Unit Price (USD) ¹¹	Total Price per Item (USD)		
Total P	Total Prices of Goods ¹²						
Add: 0							
Add: 0	Add: Cost of Insurance						
Add: 0	Add: Other Charges (pls. specify)						
Total F	Total Final and All-Inclusive Price Quotation						

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

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

¹¹ Local suppliers in Barbados may quote in Barbados Dollar (BBD).

¹² Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

TABLE 2: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows:	Yes, we will	No, we cannot	Your Responses If you cannot comply, pls. indicate counter proposal
	comply	comply	
Warranty and After-Sales Requirements (for Lot 1			
and Lot 2)			
a) Minimum one (1) year warranty			
b) Brand new replacement if Purchased Unit			
is beyond repair			
Validity of Quotation			
All Provisions of the UNDP General Terms and			
Conditions			

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

3. TAX EXEMPTION

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

4. RISK OF LOSS

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

5. EXPORT LICENCES

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

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

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

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

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

10. LATE DELIVERY

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

11. ASSIGNMENT AND INSOLVENCY

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

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. CHILD LABOUR

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

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

15. MINES

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

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

16. SETTLEMENT OF DISPUTES

- **16.1 Amicable Settlement.** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.
- 16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

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

18. SEXUAL EXPLOITATION:

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

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

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

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.