



REQUEST FOR QUOTATION (RFQ)

DATE: April 21, 2017
REFERENCE: LEB/CO RFQ/69/17

Dear Sir / Madam:

We kindly request you to submit your quotation for **the Provision of one wheel loader**, 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 May 8, 2017 at 3:00 p.m. Beirut Local Time** and via e-mail, or via courier mail or by hand to the address below:

United Nations Development Programme
Procurement Unit, UNDP Lebanon
Room # 310, 3rd Floor
Arab African International Bank Building, Riad El Solh Street
Nejmeh, Beirut 2011 5211, Lebanon
Tel: +961 1 962 500
Fax: +961 1 962 491
E-mail: **procurement.lb@undp.org**

Quotations submitted by email must be limited to a maximum of 8 MB, virus-free and no more than 2 email transmissions. 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.

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

Delivery Terms [INCOTERMS 2010]	DAP, Delivery at Place (Customs Unpaid) Consignee: Municipality of Ghazze
Customs clearance, if needed, shall be done by:	UNDP
Exact Address/es of Delivery Location/s	Municipality of Ghazze, West Bekaa
UNDP Preferred Freight Forwarder, if any	Not Applicable
Distribution of shipping documents (<i>if using freight forwarder</i>)	Not Applicable
Latest Expected Delivery Date and Time (<i>if delivery time exceeds this, quote may be rejected by UNDP</i>)	<input checked="" type="checkbox"/> Within 6 weeks from the issuance of the Purchase Order.
Delivery Schedule	<input checked="" type="checkbox"/> Required
Packing Requirements	Please refer to the attached Scope of Works
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> All components of the cab, chassis and body shall be covered by 1 year manufacturer's (bumper to bumper) warranty and include any extended warranties wherever applicable. <input checked="" type="checkbox"/> Manufacturer shall provide warranty in which he agrees to repair or replace components of wheel loader that fail in performance or materials within the specified warranty period <input checked="" type="checkbox"/> Failure in performance or materials includes without being limited to: fuel system, brakes, power steering, sensors, audio system, lights, climate control, etc. <input checked="" type="checkbox"/> Warranty shall begin when the unit is placed in service not when the unit is delivered. <input checked="" type="checkbox"/> The supplier shall provide a documentary proof of after-sales service capacity and appropriateness of service network and supply of spare parts and maintenance consumable goods (locally) over the lifetime of the supply items and through a local dealer/supplier. The evaluation team may opt to conduct inspection of facilities/garages of technically responsive bidders to verify capability of after sales services
Deadline for the Submission of Quotation	Monday, May 08, 2017 at 3:00 p.m. Beirut Local Time
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
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;

	<p><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;</p> <p><input checked="" type="checkbox"/> Latest Business Registration Certificate;</p> <p><input checked="" type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer);</p> <p><input checked="" type="checkbox"/> Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer);</p> <p><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;</p> <p><input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including Data sheets, Catalogues and certificates of conformity for the main components relevant to the goods/services being procured;</p> <p><input checked="" type="checkbox"/> VAT Registration Certificate (if applicable);</p> <p><input checked="" type="checkbox"/> Catalogues, Pictures and detailed Technical Specifications of the offered item;</p> <p><input checked="" type="checkbox"/> Detailed work plan including the project timeline and duration for the supply and installation activities;</p> <p><input checked="" type="checkbox"/> Relevant Technical Literature, Certified testing results, Catalogues and/or Illustration related to the items being offered, which shall corroborate the item Specification. All Documents provided shall be written in English Language;</p> <p><input checked="" type="checkbox"/> Relevant Warranty Certificates if available, as well as proofs for after sales service capacity and appropriateness of local service and available technical support.</p>
Period of Validity of Quotes starting the Submission Date	<p><input checked="" type="checkbox"/> 120 days</p> <p>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.</p>
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<p>The payment currency is USD, and the payment will be made as follows:</p> <p>100% of the total contract amount upon delivery of all goods and successful inspection and testing, receiving full documentation and invoice and UNDP acceptance.</p> <p>Any change to the bank details should be notified to UNDP immediately.</p> <p>Failure to do so might lead to delay in payment, for which UNDP will not be held responsible</p>
Liquidated Damages	<p><input checked="" type="checkbox"/> Will be imposed under the following conditions:</p> <p>Percentage of purchase order price per week of delay: 1%</p> <p>Max. no. of days of delay: Five (5) Days</p> <p>Next course of action: Termination of Purchase Order</p>

Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <input checked="" type="checkbox"/> Full acceptance of the PO General Terms and Conditions <input checked="" type="checkbox"/> Earliest Delivery / Shortest Lead Time
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of Purchase Order if the delivery/completion is delayed by Five (5) Days. <input checked="" type="checkbox"/> Others, refer to Annex 3 – General Terms and Conditions
Conditions for Release of Payment	<input checked="" type="checkbox"/> Passing Inspection <input checked="" type="checkbox"/> Completion Installation <input checked="" type="checkbox"/> Passing all Testing <input checked="" type="checkbox"/> Completion of Training on Operation and Maintenance <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements
Annexes to this RFQ	<input checked="" type="checkbox"/> Scope of Works (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and 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) ¹	UNDP Lebanon Procurement Unit Email: procurement.lb@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.
No. of copies of quotation that must be submitted (if by courier or hand)	Original: One Copy: One

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.

¹ 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.

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, 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 Contract 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, 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 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,

Andreas Lehnert
Procurement Specialist
April 21, 2017

SCOPE of WORKS

PROVISION OF ONE WHEEL LOADER TO IMPROVE THE SOLID WASTE COLLECTION SYSTEM IN THE MUNICIPALITY OF GHAZZEH

Project name: Solid Waste Management in GhazzeH Municipality and Rehabilitation of the GhazzeH Dumpsite - OPEC Funds for International Development (OFID)

Type of Contract: Provision of one wheel loader

1. BACKGROUND AND OBJECTIVE

Within funding from the OPEC Funds for International Development (OFID), UNDP in partnership with the Municipality of GhazzeH, is working on the rehabilitation of the unsanitary dumpsite in GhazzeH which is located in close proximity to an informal settlement of approximately 30,000 refugees. In addition to the infrastructure support, UNDP will also be providing parallel technical assistance on solid waste management and providing the municipality with the needed equipment and machinery to collect and dispose of the municipal waste in a more efficient manner.

The municipality needs a wheel loader to support in the collection and disposal of the municipal waste. Accordingly, UNDP is purchasing this vehicle with the below-mentioned technical specifications.

1. DELIVERY PERIOD

Item	Description of Goods	Consignee Name and Address	Unit	Quantity	Delivery Schedule from date of Contract Signature
1	Wheel loader	Municipality of GhazzeH, West Bekaa	Unit	1	Within 6 weeks

2. CUSTOMS AND TAXES

As the goods are being procured by UNDP and will be delivered to the Municipality of GhazzeH which is considered local authorities, they shall be exempted from any taxes or fees. UNDP will support in Custom clearance of the goods, however, all ensuing costs shall be covered by the supplier. Incoterms will be applied as per **DAP**.

Consignee: Municipality of GhazzeH

3. SPECIFICATIONS

3.1 SUMMARY

These specifications are intended to describe and define the technical requirements of wheel loader including cab, chassis and body.

- The intention is to provide wheel loader that is internationally recognized, properly manufactured, easily maintained, and, when professionally utilised, will function in a reliable manner in landfill operation services.
- The wheel loader hereby specified shall be delivered as complete unit ready for immediate use upon delivery.
- The wheel loader shall be equipped with all needed accessories and equipment that are typically related to its proper operation.
- Conditions: new, unused, and of the manufacturer's latest models and design proven to be efficiently used in similar operations.
- Manufacturing date: 2016 or newer.
- The wheel loader shall have spare parts available in Lebanon.

3.2 DETAILED SPECIFICATION

- The wheel loader shall be used for the operation of the Ghazzeah Sanitary landfill.
 - The wheel loader must include a first aid kit, a complete tool kit, and set of tools for tire repair.
 - The wheel loader shall be brand new, unused, un-refurbished (model of the year 2016 or newer).
 - The size of the Donor visibility labels shall be 50cm x 50cm.
 - The wheel loader shall be used to operate in the Ghazzeah Sanitary Landfill to transport and compact solid waste within the landfill cell, and shall be used for general lifting and moving purposes of different kind of waste materials.
 - The wheel loader shall be made of a vehicle body, an engine, a hydraulically operated bucket system and a cab.
 - The wheel loader must be provided with a 1 year warranty.
 - The wheel loader must be supplied by a handbook for its usage and maintenance, a workshop manual and parts catalogue. Two copies (one Arabic and one French or English) from each manual must be delivered.
 - The wheel loader must comply with International Standards on conformity for manufacturing.
- A. Performance
- The static tipping load shall not be less than 4.3 tons.
 - The breakout force of the loader shall not be less than 50 kN.
- B. Engine
- The engine shall be 4-cylinders, oil/air cooled, diesel injection.
The displacement volume shall not be less than 3.0 liters.
The engine power shall not be less than 70 hp.
The loader shall be all wheel drive, and shall be equipped with heavy duty wheels suitable for use in handling of solid waste (min 20.5 R 25 - L5 rating).
 - The exhaust emission system shall extend higher than the cab.
- C. Chassis/Body
- Structure of the chassis shall be made of durable material.
 - All steel sheets welding shall be done by complete and continuous automatic or semi-automatic welding method to avoid corrosion and sealing problems.
 - The cabin shall have a forward control all steel welded construction with torsion bar tilt mechanism.
 - The fuel reservoir shall not be less than 100 liters.
- D. Brakes
- The braking system shall be dual braking on all wheels for maximum safety.

- The loader should be equipped with central drum brake parking system, acting upon all four wheels.
- E. Electrical System
 - The electrical system shall be 12 Volts ignition system supplied through 2 maintenance free batteries in series. The minimum life span of the batteries shall be 2 years.
 - The loader shall have a circuit breaker to protect from overload and short circuits.
 - Full equipment and engine warning system by gauges and lights.
- F. Cabin
 - Adjustable driver seat with seat belts.
 - Wide screen made of laminated safety glass and rain wipers.
 - Cab's roof and bottom shall have a rigid insulation.
 - Rear window.
 - Full air ventilation, cooling and heating system (A/C).
 - Complete control panel board.
 - Audio system (AM/FM radio) with speakers shall be provided.
 - Manual or electrical operated windows, seat belts, external side rear view mirrors, sun visors, fire extinguisher (min 3 kg), rubber mats, emergency triangles, tire inflator hose etc.
- G. Hydraulic System
 - The hydraulic system shall be fed by variable displacement, axial piston pump(s) and load sensing regulated system.
The main services shall be actuated by means of a single lever (joystick) loader control. Auxiliary circuit must be controlled by additional lever or joystick mounted electrical buttons.
The hydraulic pump output shall not be less than 50 l/min and shall be equipped with a system to relieve pressure.
The hydraulic system shall be equipped with high efficiency hydraulic oil coolers.
The hydraulic system shall be equipped with a hydraulic oil filtration system.
Steering is hydraulically actuated and provided with electrically activated emergency steering.
- H. Bucket
 - The minimum bucket capacity shall be 1.2 m³.
 - The bucket shall be a dirt bucket type with tipped teeth, made of hard durable steel material and suitable for use with solid waste.
- I. Safety and Comfort
 - The cab shall be protected from the sides with sturdy, durable structures.
 - The cab shall feature an integrated ROPS and FOPS structure with excellent, all round visibility.
 - The cab shall have a full control dash board enabling easy functional checks from every position.
 - The cab shall be equipped with an adjustable steering wheel, adequate seat, a retractable seat belt, rear window, and rear view mirrors.

4. SUBMITTALS

Bidder to submit a load distribution drawing/table showing the compatibility of wheel loader chassis with the body and engine. The registration permit of the wheel loader issued by the motor vehicle department at the time of registration in the name of the end-user (Ghazze municipality)

5. WARRANTY AND AFTER SALES

The bidder shall consider in the financial proposal the following after sales and warranty requirements:

- All components of the cab, chassis and body shall be covered by 1 year manufacturer's (bumper to bumper) warranty and include any extended warranties wherever applicable.
- Manufacturer shall provide warranty in which he agrees to repair or replace components of wheel loader that fail in performance or materials within the specified warranty period.
- Failure in performance or materials includes without being limited to: fuel system, brakes, power steering, sensors, audio system, lights, climate control, etc.
- Warranty shall begin when the unit is placed in service not when the unit is delivered.
- The supplier shall provide a documentary proof of after-sales service capacity and appropriateness of service network and supply of spare parts and maintenance consumable goods (locally) over the lifetime of the supply items and through a local dealer/supplier. The evaluation team may opt to conduct inspection of facilities/garages of technically responsive bidders to verify capability of after sales services.

6. EQUIPMENT STANDARDS

- The wheel loader shall comply with the Lebanese laws and regulations concerning Safety and Road Circulation.
- The wheel loader shall comply with European norms or equivalent on conformity for manufacturing.
- Wheel loader emission standards should meet the requirements of Euro 3 or equivalent.
- Other equal international standards will be approved if performance is equal, or superior, to that required by the above standards.

7. DELIVERY

The wheel loader shall be delivered to the premises of the Ghazze Municipality in the West Bekaa region of Lebanon as complete unit with an invoice and a Manufacturer's Certificate of Origin. If any deviations from the specifications, damage, or improper dealer preparation exist, all defects shall be corrected.

8. TRAINING

The supplier shall provide operation and maintenance training for all drivers, operators, engineers and mechanics. This part should give full details on the methodology, number of training hours, course material, duration, exhaustive list of equipment or other facilities required from the beneficiary, and the proper execution of the training task. The course will start within 6 weeks after delivery of the equipment. The training course language will be the Arabic Language and will take place at the delivery destination locations. All the arrangements and expenses related to the training sessions should be within the Supplier's responsibilities.

9. FACTORS FOR CALCULATION OF THE LIFE CYCLE COSTS

- operating costs: The Bidder shall provide details of fuel consumption as required in the technical guarantee;
- Maintenance costs: The Bidder shall provide the periodical maintenance schedule stating the frequency of all types of routine maintenance. The bidder shall state, for each maintenance to be carried out, the spare parts to be utilized, their costs and the technician man time required for the maintenance works to be completed.

10. SPARE PARTS MANUAL

The Spare parts manual shall provide a comprehensive set of drawings of all elements of the vehicle or equipment in a disassembled exploded fashion. Such drawings shall display the part number of each individual item or part.

11. METEOROLOGICAL CONDITIONS

The Supplier shall ensure that the wheel loader, and its related parts, operate and function properly at the locations where they will be delivered to; thus, it will be within the Supplier responsibilities to study the effect of the meteorological conditions on the supply items and to take it into considerations in the design of the supply items.

12. PROVISIONAL ACCEPTANCE

- The supplies shall be taken over by the beneficiaries when they have been delivered in accordance with the contract, have satisfactorily passed the required tests, licensed, or have been commissioned as the case may be, and a certificate of provisional acceptance has been issued or is deemed to have been issued.
- In case of partial delivery, the Purchaser reserves the right to give partial provisional acceptance.

13. OPERATION AND MAINTENANCE INSTRUCTION MANUALS

- Before the equipment delivery, the Supplier shall forward to the Purchaser for his approval copy of the Operation and Maintenance Instruction Manuals, which shall include both mechanical and electrical detailed instructions for both the vehicle and the super structure.
- After checking and approval by the Purchaser, the Contractor shall provide two copies each in English language of the Operation and Maintenance Instruction Manuals.
- The Operation and Maintenance manual's contents shall conform to the table of contents and be as complete and specific as possible. Documentation shall be specific to the materials and equipment supplied under the Contract. Nomenclature or reference to any one item shall be consistent throughout the manual. This manual shall provide not only advice on the routine maintenance tasks but also give instruction on the correct operation of the equipment or vehicle.
- Use shall be made of drawings, diagrams, pictures or actual photographs when they add to the understanding and clarify the text.
- Precautions and warnings relative to the safety of life and equipment shall be included.
- Tables, lists and graphic representations should be used as far as possible to make the description more readily understandable.
- The Operation and Maintenance manuals shall contain a complete and accurate description of the equipment, its assembly and dismantling as well as of all components and a copy of the relevant test reports. An accurate list stating clearances, tolerances, temperatures, fits etc., is required.
- One section shall be concerned with regular and preventive maintenance and shall indicate the inspections required at regular intervals, the inspection procedure, the routine for equipment calibration and adjustment, the regular safety checks and similar steps.
- All Operation and Maintenance Manuals shall be provided in electronic format with appropriate searching tools.

14. SERVICE MANUALS

The Service manual shall contain all details of any irregular maintenance required for potential problems or failures of the equipment or vehicle. The service manual shall

provide advice, diagnosis and suggested remedial actions to be taken concerning all potential problems. The Supplier shall advise on any special tool kits necessary for particular maintenance tasks to be undertaken.

15. TOOL KITS AND SPARE TYRE

- The Supplier shall detail a complete tool kit to be provided for the equipment for the purpose of changing wheels / tires and emergency road side repairs. The supplier shall specify the list of tools he proposes to provide in the tool kit for this purpose for the approval of the Purchaser. These tools shall be provided in lockable toolboxes and shall be delivered together with the relevant equipment.
- Each equipment shall be provided with a spare wheel with an inflated tire already fitted of the same size and type as fitted to the vehicle or equipment. Where the equipment has wheels of differing size then a spare wheel of each size shall be provided with a fitted inflated tire. Where possible such spare wheels shall be carried on the equipment.

16. PRODUCTS

GENERAL

- Wheel loader with power and capacity varying from those specified in this section can be approved by the Project Engineer if an equivalent performance is met.
- The cab, chassis and body shall be completely assembled and all, standard and optional equipment, shall be installed and made ready for operation.
- The chassis shall include the manufacturer's heavy duty components that will enhance equipment reliability, durability, safety, and comfort. The chassis-frame and components shall be constructed to withstand the strains of on-off road service and any special service and equipment requirements specified herein.
- The wheel loader shall be supplied with a handbook comprehensively describing the different parts of the equipment and its operation, and maintenance requirements. Such a handbook or catalogue is to be provided in French or English, and Arabic if available.
- Equipment colours shall be defined by the Project Engineer upon contract signature with the winning Bidder.
- "OPEC FUND FOR INTERNATIONAL DEVELOPMENT (OFID)" and "UNDP" logos shall be added to the provided equipment with appropriate dimensions.
- Any exceptions to these specifications shall be completely described and submitted in writing to the Consultant for approval.

17. INSPECTIONS AND TESTS

The Vendor shall get the Goods inspected by a competent authority and submit a test certificate and also a guarantee/warranty certificate that the Goods conform to laid down specifications. UNDP or the Project Engineer shall inspect and/or test any or all items of the Goods to confirm their conformity to the Contract, prior to dispatch from the Vendor's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the Goods on receipt at destination. If the Goods fail to meet the laid down specifications, the vendor shall take immediate steps to remedy the deficiency or replace the defective Goods to the satisfaction of the UNDP Project Engineer.

18. LIST OF SPARE PARTS

The Vendor shall obtain from the manufacturer and submit a list of suggested spare parts for each piece of equipment. The Vendor shall also furnish the name, address, and telephone number of the nearest distributor for each piece of equipment. Only genuine or OEM (Original Equipment Manufacturer) spare parts are acceptable.

19. TERMS OF PAYMENT

Payment will proceed as following:

100% of the total contract amount upon delivery of all goods and successful inspection and testing, receiving full documentation and invoice and UNDP acceptance.

Any change to the bank details should be notified to UNDP immediately.

Failure to do so might lead to delay in payment, for which UNDP will not be held responsible.

20. UNDP ACCEPTANCE OF GOODS

For payment purposes, the following documents must be sent to UNDP:

- a. Invoices in the name of UNDP: original copy
- b. Bill of Lading in the name of UNDP: 2 originals copies (if applicable)
- c. Inspection Certificate: 1 original copy for each equipment
- d. Manufacturer's Warranty's Certificate: 1 original copy for each equipment
- e. Certificate of Origin: 1 original copy for each equipment
- f. Proof of documents delivery to consignee: 1 original copy for each equipment.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION²
(This Form must be submitted only using the Supplier's Official Letterhead/Stationery³)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the item listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. LEB/CO RFQ/69/17:

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

#	Item Name	Quantity	Unit Price (US\$)	Total Price (US \$)
1	Wheel loader	1		

Total Price US\$ (DAP, exclusive of VAT)	
VAT (10%) US\$ (if applicable)	
Grand Total Price US\$ (DAP, inclusive of VAT)	

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			

² This serves as a guide to the Supplier in preparing the quotation and price schedule.

³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Estimated weight/volume/dimension of the Consignment:			
Country/ies Of Origin ⁴ :			
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance			
b) Minimum one (1) year warranty on both parts and labor			
c) Service Unit to be Provided when the Purchased Unit is Under Repair			
d) Brand new replacement if Purchased Unit is beyond repair			
e) Others			
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]

⁴ *If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.*

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.

19.0 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.