

# **REQUEST FOR QUOTATION (RFQ)**

Companies	DATE: 18 September 2017
	REFERENCE: RFQ/052/17 (re-announcement) – Supply of mini food processing
	equipment to Kuvasai district of the Ferghana region of Uzbekistan

# Dear Sir / Madam:

We kindly request you to submit your quotation for supply of mini food processing equipment to Kuvasai district of the Ferghana region of Uzbekistan, 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 18.00 (GMT 5+), 2 October, 2017 and via e-mail, or courier mail to the address below:

# **United Nations Development Programme**

41/3, Mirabad Street, Tashkent city, 100015, Republic of Uzbekistan
Procurement Unit

Electronic version of your quotation must be sent to bids.uz@undp.org1.

Quotations submitted by email must be limited to a maximum of 5 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.

The following must be on the subject of email with your quotation to be sent to bids.uz@undp.org:

# RFQ/052/17 – Supply of food processing equipment to Kuvasai district of the Ferghana region of Uzbekistan<sup>2</sup>

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

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

Delivery Terms [INCOTERMS 2010]	□ DAP Ferghana
Customs clearance, if needed, shall be done by:	□ UNDP     □
Exact Address of Delivery Location	"Ashur Madaminjon" farm household, Quvasoy city, Ferghana region, Republic of Uzbekistan

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 $<sup>^{\</sup>rm 1}$  Quotations submitted to other email accounts will not be accepted and will be declined.

<sup>&</sup>lt;sup>2</sup> Email submission that will not contain this subject or without reference to subject tender will not be opened and will be declined.

Distribution of shipping documents	For International suppliers, the cargo shall arrive to Tashkent city for the name of UNDP CO in Uzbekistan. Delivery to the final point of destination shall be arranged by the Offeror (at Offeror's expense) the moment the goods are cleared from custom duties to be undertaken by UNDP Uzbekistan. If goods are supposed to be exported to the end-user it shall be followed with invoice (2 originals) and packing list (2 originals), with other quality confirmation documents if required. In addition, all documents under INCOTERMS 2010.
Latest Expected Delivery  Date and Time	⊠ 60 working days from the issuance of the Purchase Order (PO)
Delivery Schedule	☑ Not Required
Mode of Transport	⊠ AIR ⊠ LAND
Preferred	☑ United States Dollars; or
Currency of Quotation	☑ Local Currency: Uzbekistan Som (UZS)
Value Added Tax on Price Quotation	☑ Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	☑ Warranty on Parts and Labor for minimum period of 12 months
	☑ Provision of Service Unit when pulled out for maintenance/ repair
	within 12 months
Deadline for the Submission of Quotation	2 October, 2017, Tashkent time 18:00 (GMT +5)
All documentations, including	☑ English and/or
catalogs, instructions and operating manuals, shall be	⊠ Russian
in this language	Bids and supporting documents in other than English or Russian languages must have translated into above either language version.
List of mandatory documents to be submitted by Offeror's	☑ Duly Accomplished Form as provided in Part 1 of Annex 2, and in accordance with the list of requirements in Annex 1
together with their Quotations by the deadline	☑ Declaration of owners' interest in other companies using form provided in Part 2 of Annex 2
set above	☑ Company's profile with detailed information (name of the company, address, contact details etc.) using form provided in Part 3 of Annex 2
	☑ Contact details (email, telephone, website) of clients whom the bidder supplied industrial processing machinery in the last 3 years. At least 2 contracts for supply of goods of similar nature is must using form provided in Part 4 of Annex 2
	☑ 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 <sup>3</sup>
	☑ Manufacturer's Authorization Letter issued in favour of the bidder allowing selling their product to UNDP (if Supplier is not the manufacturer). The same document must demonstrate that the manufacturer takes an obligation to reserve required quantity of goods
	offered by the bidder for the tender should the bidder selected ☑ Verified copy of the latest valid business registration certificate of the Offeror's company <sup>4</sup>
	☐ Quality Certificates (ISO, etc.), Catalogue with details description of

 $<sup>^3</sup>$  Mandatory for the supply of imported goods  $^4$  Verified by the signature of the authorized Offeror's representative and Offeror's company stamp/seal

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	offered product with pictures  ☑ Written Self-Declaration of not being included in the UN Security
	Council 1267/1989 list, UN Procurement Division list or other UN Ineligibility List
List of documents to be requested by UNDP additionally from the three lowest priced bid Offerors <sup>5</sup>	☑ (a) Verified by third party (tax agency or other authorized body) copy of Financial Reports for the last two years OR (b) a bank statement from Offeror's bank, issued not less than 30 days prior the bid submission or quotation date, that Offeror has available or has access to liquid assets (asset that can be readily coveted to cash), to meet the construction/supply cash flow for the contract of not less than Offeror's bid value.
Period of Validity of Quotes starting the Submission Date	☑ 60 calendar days after deadline for submission of quotation 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 and will be rejected during preliminary examination
Payment Terms	To Local Supplier (Company registered in Uzbekistan):
	<ul> <li>✓ 15% advance payment and 85% final payment will be by bank transfer to the Supplier's account after delivery and acceptance of goods;</li> <li>To Foreign Suppliers (Company registered outside Uzbekistan):</li> <li>✓ 100% payment will be by bank transfer to the Supplier's account after delivery and acceptance of goods.</li> </ul>
Liquidated Damages	Will be imposed under the following conditions:
	<ul> <li>☑ Penalty will be applied as percentage of contract price per day of delay:</li> <li>0.1%, but up to maximum 20% of total contract value</li> <li>☑ Next course of action: penalty and termination of contract and return</li> </ul>
	of advance payment if applicable
Evaluation Criteria	□ Technical responsiveness/Full compliance to requirements and lowest price
	<ul> <li>✓ Strong financial position: (a) Liquidity ratio for the last two years not less than 1 if financial statements are presented OR (b) Confirmation from bank on financial strength of the Offeror as per requirement outlined above</li> <li>✓ Full acceptance of the PO/Contract General Terms and Conditions</li> </ul>
	□ Comprehensiveness of after-sales services
	☑ At least 2 contracts for supply of industrial processing machinery successfully performed in the last 3 years.
	☑ Demonstrated availability of a permanent office reachable via landline telephone and permanent staff of at least 5 persons
UNDP will award to:	☑ One or more Suppliers, depending on the following factors: Evaluation will be made separately on each Lot. Contract will be awarded to the company, which fully complies with required specifications and proposes the lowest price per Lot.
Type of Contract to be Signed	☑ Purchase Order (PO)
Special conditions of Contract	☐ Cancellation of PO/Contract if amount of penalty for delay in delivery exceeds 20% from total contract value

<sup>5</sup> Non-provision of any of additionally requested documents provided in this section will serve as a ground for disqualification of the Offer

Conditions for Release of	☑ Written Acceptance of Goods based on full compliance with RFQ					
Payment Annexes to this RFQ	requirements  ☐ Specifications of the Goods Required (Annex 1) ☐ Form for Submission of Quotation (Annex 2) ☐ 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)	UNDP CO Uzbekistan, Procurement Unit 41/3, Mirabad Street, Tashkent city, Fax: (+998 71) 1203485 Email: pu.uz@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.					
Post-qualification Actions	☑ Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;					
	☑ Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;					
	<ul> <li>✓ Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</li> <li>✓ Physical inspection of the bidder's plant, factory, branches or other</li> </ul>					
	places where business transpires, with or without notice to the bidder;					
Other	Offers submitted by two (2) or more Offerers shall all be rejected if they are found to have <u>any</u> of the following:  a) they have at least one controlling partner, director or shareholder in common; or					
	b) any one of them receive or have received any direct or indirect subsidy from the other/s; or					
	<ul> <li>c) they have the same legal representative for purposes of this RFQ;</li> <li>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or</li> </ul>					
	e) influence on the Offer of, another Offerer regarding this RFQ process;					
	f) they are subcontractors to each other's Offer, or a subcontractor to one Offer also submits another Proposal under its name as lead Offerer; or an expert proposed to be in the team of one Offerer participates in more than one Offer received for this RFQ process. This condition does not apply to subcontractors being included in more than one Offer.					

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

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

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

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement 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: <a href="http://www.undp.org/procurement/protest.shtml">http://www.undp.org/procurement/protest.shtml</a>.

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 in Uzbekistan

# **Technical Specifications**

The requested equipment will be used for a small-scale food processing facility.

Nº	Items to be Supplied*	Qty	Description / Specifications of Goods			Latest Delivery Date			
	Lot-1. Infrared drying cabinet								
1	Infrared drying cabinet	1 pcs	Application: Production Capacity (loa Method of drying:	Not more than 60 working days from day of signing contract by both					
			Number of infrared emi Convection mode: Number of fans	tters:	120 forced 3 pcs.	parties			
			Number of drying section	ons	2 pcs.				
			Maximum temperature zone:	in the drying	up to +80 ° C.				
			Equipment must come	with the follow	ing options:				
			Support for continuous Thermal insulation of al The kit must contain the	Automatic control system Support for continuous operation Thermal insulation of all walls The kit must contain the required number of pallets, pallet materials must be approved for use in food products.					
	Lot-2. Semi or Automatic Vertical Filling and Sealing Machine								
1	Semi or Automatic	1 pcs	Type of equipment:	continuous he	or automatic, with atting elements	Not more than 60 working days from			
	Vertical Filling and		Application:	Food products		day of signing contract by both			
	Sealing		Production capacity, pack/min:	at least 35 pag	ck/min	parties			
	Machine		Range of measurement:	50 to 750 ml					
			Measuring Cup (304 Stainless steel)	100 gram					
			Bag former (bag width):	90mm					
			Film width, mm:	160-380mm					
			Film thickness, mm	0.04-0.07 mm					
			Package dimensions (adjustable):	width, mm: 60 length, mm: 5					
			Package type:	standard 'pillo (3 side sealing back)					
			Device for 'Euro-slot' punc:	Euro-slot					
			Packing material:	1 Forting Tourist					

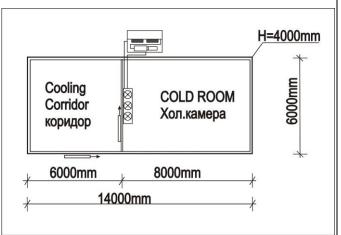
Equipment must come with the following options:	
Electronic control unit with English menu;	
Electronic film length setting;	
Date printing;	
3 additional replaceable bag forming units (Bag former) from	
304 Stainless steel: 60mm, 120mm, 180mm	
3 additional Measuring Cups: for 50 grams, 200 grams, 500	
grams	
Power supply: 220 V, 50 Hz.	

# Lot-3. Cold storage facility

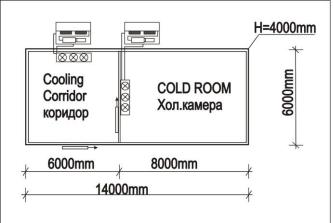
Cold storage facility with a corridor for pre-cooling

Cooling chamber: length 8 meters, width - 6 meters, height 4 meters Precooling/ corridor: length 6 meters, width - 6 meters, height 4 meters

# Option 1



# Option 2



			Not more than 60 working days from day of			
	signing contract by both parties					
Sandwich panels	279	Sandwich panels with polyu	Sandwich panels with polyurethane foam base (PUR), refrigeration, filled with			
	(running	polyurethane foam 42-45 kg	polyurethane foam 42-45 kg / m3 (length from 2000 mm to 13000 mm, working			
	meter)	width 960 mm, panel thickn	ess 100 mm, metal thickness 0.5mm-0.7mm),			
		thermal conductivity-0,017	W/(mK)			
Doors	2 pcs	Sliding thermo insulated do	ors for refrigerating chambers 2200 mm by			
		1600mm, thickness 100mm	from polyurethane, with set of rail accessories			
Profile for doors	16 m	Profile for sliding door	Profile for sliding door			
Polyfoam	84 m2	Polyfoam based on polystyrene foam, 18-25 kg / m3 (with a length of 3000 to				
		6000 mm, a width of 1000 mm, a panel thickness of 100 mm)				
Additional	set	Additional construction and	Additional construction and supporting elements for sandwich panels: external			
Elements		and internal regular iron ang	gles, profile (angles) under the sandwich panel and			
		other necessary elements for	or the construction of sandwich panels and rooms			
2. Cooling sy	stem (Opti	on 1)	Not more than 60 working days from day of			
	signing contract by both parties					
Cold Room	1 set	Complete set of cooling system for cold room based on R404A, R134A coolant				
		and with the following parameters:				
		<ul> <li>cooling temperature: up to – 5 C°;</li> </ul>				

set of compressor and condensing unit – 10 HP, semi-hermetic, with oil separator, sight glass for watching refrigerant level in the system;

		- evaporator unit (air cooler), temperature difference (Delta) in heat				
		exchanger and air in the chamber not more than 6 C°;				
		- full set of fittings, thermostatic expansion valves and copper pipes				
		connecting the cooler and compressor/condensing unit;				
		- the set should include electric wires and refrigerant in sufficient quantity				
		for the operation of the cooling system;				
		- electronic control panel.				
		The set should include electric wires and refrigerant in sufficient quantity for the				
		operation of the cooling system.				
3. Cooling sy	stem (Opt	Not more than 60 working days from day of				
		signing contract by bothparties				
Cooling corridor	1 set	Complete set of cooling system for pre-cooling/corridor based on R404A, R134A				
		coolant and with the following parameters:				
		- cooling temperature: up to – 5 C°;				
		<ul> <li>set of compressor and condensing unit – 7 HP, semi-hermetic, with oil</li> </ul>				
		separator, sight glass for watching refrigerant level in the system;				
		- evaporator unit (air cooler), temperature difference (Delta) in heat				
		exchanger and air in the chamber not more than 6 C°;				
		- full set of fittings, thermostatic expansion valves and copper pipes				
		connecting the cooler and compressor/condensing unit;				
		- electronic control panel.				
		The set should include electric wires and refrigerant in sufficient quantity for the				
		operation of the cooling system				
Cold Room	1 set	mplete set of cooling system for cold room based on R404A, R134A coolant				
		and with the following parameters:				
		- cooling temperature: up to – 5 C°;				
		- set of compressor and condensing unit – 10 HP, semi-hermetic, with oil				
		separator, sight glass for watching refrigerant level in the system;				
		- evaporator unit (air cooler), temperature difference (Delta) in heat				
		exchanger and air in the chamber not more than 6 C°;				
		<ul> <li>full set of fittings, thermostatic expansion valves and copper pipes</li> </ul>				
		connecting the cooler and compressor/condensing unit;				
		<ul> <li>the set should include electric wires and refrigerant in sufficient quantity</li> </ul>				
		for the operation of the cooling system;				
		- electronic control panel.				
		The set should include electric wires and refrigerant in sufficient quantity for the				
		operation of the cooling system.				
		missioning works				
Installation	facility	Installation and commission works for cold storage facility				
*						

<sup>\*</sup>Pls. attach delivery schedule.

[Enter name of authorized staff] [Designation] [Click here to enter a date]

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

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. RFQ/052/17 (re-announcement).

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

	1: Offer to Supply Goods Compl	Quantit			Total Price			
Ite	Items to be supplied	,	Description/Specifications of Goods <sup>6</sup>	Unit Price	(type of			
m No.		У	oi Goods*	(type of	` ''			
INO.	No. currency) currency)  Lot-1. Infrared drying cabinet							
1	Infrared drying cabinet	1 pcs	ared drying cabinet					
1	Total Prices of Goods <sup>7</sup>	1 pcs						
	Add: Cost of Transportation  Add: Cost of Insurance							
		٨						
	Add: Other Charges (pls. specify							
	Total Final and All-Inclusive Price			hino				
1	Semi or Automatic Vertical	Automatic	Vertical Filling and Sealing Mac	inne				
1		1 pcs						
	Filling and Sealing Machine							
	Total Prices of Goods							
	Add: Cost of Transportation							
	Add: Cost of Insurance	1						
	Add: Other Charges (pls. specify)							
	Total Final and All-Inclusive Price Quotation							
			orage facility (Option 1)					
1	Cold storage facility	Facility						
	Sandwich panels	279						
		(running						
		meter)						
	Doors	2 pcs						
	Profile for doors	16 m						
	Polyfoam	84 m2						
	Additional Elements	1 set						
	Cold Room	1 set						
	Total Prices of Goods							
	Add: Cost of Transportation							
	Add: Cost of Insurance							
	Add: Other Charges (pls. specify	<b>/</b> )						
	Total Final and All-Inclusive Price							
		t-3. Cold st	orage facility (Option 2)					
1	Cold storage facility	Facility						
	Sandwich panels	279						
		(running						
		meter)						
	Doors	2 pcs						
	Profile for doors	16 m						

<sup>&</sup>lt;sup>6</sup> Please provide description of offered product that must meet minimum technical specifications provided in Annex 1 above

<sup>&</sup>lt;sup>7</sup> Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

	Polyfoam	84 m2				
	Additional Elements	1 set				
	Cold Room	1 set				
	Cooling corridor	1 set				
	Total Prices of Goods					
	Add: Cost of Transportation					
	Add: Cost of Insurance					
	Add: Other Charges (pls. specify)					
	Total Final and All-Inclusive Price Quotation					
	Installation and commissioning works					
1	Installation	Facility				

**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	Your Responses		
are as follows:	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Terms of supply of equipment at final destination within 60 days			
Warranty and After-Sales Requirements			
a) Minimum one (1) year warranty on both parts and labor			
b) Service Unit to be Provided when the Purchased Unit is Under Repair			
All Provisions of the UNDP General Terms and Conditions			
Other requirements [pls. specify]			

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

#### **PART 2: DECLARATION OF INTEREST**

Dear Sir/Madam,		
We/I,	(Name and Title), as shareholder(s)/owner(s) of	Company, declare that:

- a) Have no financial and other interests in, association or relationship with, are not employed and do not have relatives (i.e. spouse, parents, children or siblings) employed by the United Nations Development Programme (UNDP) or the Government of Uzbekistan that announced the RFQ; and do not have access to information about, or influence on the selection process for this RFQ
- b) Have no common controlling partner, director, shareholder, legal representative for the purposes of this RFQ with any other entity submitting its Quotation under this RFQ; are not subcontracting or are subcontractors to other entities for the purposes of this RFQ; and that the experts proposed in the team do not participate in more than one Quotation for this RFQ
- c) Are not involved in activities that could have an impact on the objectivity and independence of the Contractor's team in carrying out its duties under the contract or can affect the image of the United Nations and the Government of Uzbekistan.

We certify that the information stated is true, correct and complete to the best of our knowledge and belief. We are obliged to comply with all requests for additional information, documentation, clarification and/or verification concerning the Declaration of Interest statement.

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

# **PART 3: COMPANY PROFILE**

1. Offeror's Legal Name [insert Bidder's legal name]			
2. In case of Joint Venture (JV), legal name of each party: [insert legal name of each party in JV]			
3. Actual or intended Country/ies of	Registration/Operation: [insert action	ual or intended Country of Registration]	
4. Year of Registration in its Location	[insert Bidder's year of registration	n]	
5. Countries of Operation	6. No. of permanent staff in each Country	7.Years of Operation in each Country	
8. Legal Address/es in Country/ies of	Registration/Operation8: [insert Bi	idder's legal address in country of registration]	
9. Value and Description of Top two (2) Biggest Contracts for the past three (3) years			
10. Latest Credit Rating (Score and Source, if any)			
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.			
12. Offeror's Authorized Representative Information			
Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]  13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? □ YES or □ NO			
13. Are you in the one delict 1207.1383 of on mengionity list: - Tes of - No			

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

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 $<sup>^{\</sup>it 8}$  You must specify address of permanent office, landline telephone numbers

# **PART 4: EXPERIENCE IN SIMILAR NATURE\***

Name of the good supplied	Delivery period (month, year)	Amount of the contract	Client (Name, contact person, telephone, email)

<sup>\* -</sup> At least 2 contracts for the last 3 years for supply of industrial processing machinery is must

Table 4 – Table of technical compliance of the offered goods

Parameters	Description / Specifications of Goods (required)	Description / Specifications of Goods (offered) Please indicate parameters of the offered goods
	Lot-1. Infrared drying cabinet	
Application, product type	Food products	Please indicate for the offered goods:  Model: Manufacturer: Country of origin:
Production Capacity (loading weight)	60-120 kg	
Method of drying	direct impulse with infrared rays	
Number of infrared emitters	120 pcs	
Convection mode	forced	
Number of fans	3 pcs.	
Number of drying sections	2	
Maximum temperature in the drying zone	up to +80 ° C.	
Automatic control system	Yes	
Support for continuous operation	Yes	
Thermal insulation of all walls	Yes	
Pallets sufficient for the production capacity are included.	Yes	
Pallet materials are approved for use in food products	Yes	
Lot-2. Semi o	r Automatic Vertical Filling and Sealing	Machine
Type of equipment	Vertical semi or automatic, with continuous heating elements	
Application	Food products	
Production capacity, pack/min	at least 35 bag/minute	
Range of measurement	50 to 750 ml	
Measuring Cup	100 gram	
Bag former (bag width) (304 Stainless steel)	110mm	
Film width, mm	160-380mm	
Film thickness, mm	0.04-0.07 mm	
Package dimensions (adjustable)	width, mm: 60 to 200 length, mm: 50 to 230	
Package type	standard 'pillow', with back sealing (3 side sealing: top, bottom and back)	

Device for 'Euro-slot' punch	Euro-slot	
Packing material	OPP/CPP.OPP/PE.MST/PE/PET/PE	
Electronic control unit with English menu	Yes	
Electronic film length setting	Yes	
Date printing	Yes	
3 additional replaceable bag forming units (Bag former) from 304 Stainless steel: 90mm, 150mm, 180mm	Yes	
3 additional Measuring Cups: for 50 grams, 200 grams, 500 grams	Yes	
Power supply: 220 V, 50 Hz	Yes	
	Lot-3. Cold storage facility	
1	Wall and ceiling insulating structure	
Sandwich panels with polyurethane foam base (PUR), refrigeration, filled with polyurethane foam 42-45 kg / m3 (length from 2000 mm to 13000 mm, working width 960 mm, panel thickness 100 mm, metal thickness 0.5mm-0.7mm), thermal conductivity-0,017 W/mK	279 (running meter)	
Sliding thermo insulated doors for refrigerating chambers 2200 mm by 1600mm, thickness 100mm from polyurethane, with set of rail accessories	2 pcs	
Profile for sliding door	16 m	
Polyfoam based on polystyrene foam, 18-25 kg / m3 (with a length of 3000 to 6000 mm, a width of 1000 mm, a panel thickness of 100 mm)	84 m2	
Additional construction and supporting elements for sandwich panels: external and internal regular iron angles, profile (angles) under the sandwich panel and other necessary elements for the construction of sandwich panels and rooms	set	

2. Cooling system			
Cooling System/ Cold Room			
Complete set of cooling system for cold room based on R404A, R134A coolant	1 set		
Including:			
-Cooling temperature: up to – 5C°	Yes		
<ul> <li>Set of compressor and condensing unit:</li> <li>1. 10 HP, semi-hermetic,</li> <li>2. oil separator,</li> <li>3. sight glass for watching refrigerant level in the system;</li> </ul>	1. Yes 2. Yes 3. Yes	1 2 3	
-Evaporator unit (air cooler)	Yes		
temperature difference (Delta) in heat exchanger and air in the chamber	not more than 6 C°		
- Full set of fittings, thermostatic expansion valves and copper pipes connecting the cooler and compressor/condensing unit	Yes		
- The set should include electric wires and refrigerant in sufficient quantity for the operation of the cooling system	Yes		
- Electronic control panel	Yes		
	Cooling System/ Cooling Corridor		
Complete set of cooling system for pre- cooling/corridor based on R404A, R134A coolant	1 set		
Including:			
-Cooling temperature: up to − 5Cº			
- Set of compressor and condensing Unit:  1. 7 HP, semi-hermetic, 2. oil separator, 3. sight glass for watching refrigerant level in the system;	1. Yes 2. Yes 3. Yes	1 2 3	
-Evaporator unit (air cooler) temperature difference (Delta) in heat exchanger and air in the chamber	Yes not more than 6 C.		

- Full set of fittings, thermostatic expansion valves and copper pipes connecting the cooler and compressor/condensing unit	Yes	
- The set should include electric wires and refrigerant in sufficient quantity for the operation of the cooling system;	Yes	
- Electronic control panel	Yes	
3. Installation and commissioning works		
Installation and commission works for cold storage facility	Yes	

#### **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 <u>Force Majeure</u>), 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.