

REQUEST FOR QUOTATION (RFQ) Fumigation and Maintenance of Bio- Safety Cabinets

To Potential Vendors	DATE: September 21, 2017
	REFERENCE: RFQ/FJI1008/2017

Dear Sir / Madam:

We kindly request you to submit your quotation for **Fumigation and Maintenance of Bio- Safety Cabinets**, 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 **October 2, 2017** and via $\boxtimes e$ -mail or $\boxtimes c$ ourier mail to the address below:

United Nations Development Programme Level 8, Kadavu House, Victoria Parade, Suva, Fiji. Dale Kacivi etenderbox.pacific@undp.org

Quotations submitted by email must be limited to a maximum of 5MB, virus-free and no more than 5 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. 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: [check the condition that applies to this RFQ, delete the entire row if condition is not applicable to the goods being procured]

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⁵ First 2 items in this list are mandatory for the supply of imported goods

⁶ 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 checque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

Evaluation Criteria [check as many as applicable]	 ☑ Technical responsiveness/Full compliance to requirements and lowest price⁷ Comprehensiveness of after-sales services ☑ Full acceptance of the PO/Contract General Terms and Conditions [this is a mandatory criterion and cannot be deleted regardless of the nature of services required] ☑ Earliest Delivery / Shortest Lead Time⁸
UNDP will award to:	☑ One or more Supplier, depending on the following factors: [Clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Suppliers]
Type of Contract to be Signed	☑ Purchase Order
Special conditions of Contract	 ☑ Cancellation of PO/Contract if the delivery/completion is delayed by 7 working days. ☐ Others [pls. specify]
Conditions for Release of Payment	 ☑ Passing Inspection Written acceptance of Report/ Deliverables by Country where the service was provided ☑ Complete Installation ☑ Passing all Testing as required. ☑ Completion of Training on Operation and Maintenance ☑ Written Acceptance of Goods based on full compliance with RFQ requirements ☑ Delivery within the agreed time.
Annexes to this RFQ ⁹	 ☑ Specifications of the Goods Required (Annex 1) ☑ Form for Submission of Quotation (Annex 2) ☑ General Terms and Conditions / Special Conditions (Annex 3). ☑ Others - TOR Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.

⁷ 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.

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

⁹ Where the information is available in the web, a URL for the information may simply be provided.

Contact Person for Inquiries (Written inquiries only)¹⁰ Imran Khan PSM team, Global Fund Programme Imran.khan@undp.org/ +679 322 7554/837 6960 Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

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

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

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

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

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

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

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

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information

¹⁰ 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.

about vendor protest procedures in the following link: http://www.undp.org/procurement/protest.shtml

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours, Elena Wakolo Team Leader JOC

Technical Specifications

Fumigation, certification (as per recommended microbiological decontamination procedure (NSF/ANSI 49 standards), and a complete service and maintenance quotation is requested for multiple biological safety cabinet, mostly Class II Type A2 Biological Safety cabinet in the South Pacific Region.

Companies should have qualified and certified engineers as per global standards – either NSF/ANSI 49 or EN12469:2000. Submission of a documentary proof of the status as specified above will suffice to confirm qualification and technical compliance

Technical Proposal must include a work plan and CVs of the contractor's personnel that will be engaged in the task.

Country/Site	Proposed Dates of Delivery*	Staff assigned for EQA evaluation
Cook Islands	11/12/17 - 15/12/17	
Kiribati	30/10/17 - 3/11/17	
Nauru	6/11/17 - 10/11/17	
Samoa	13/11/17 - 17/11/17	
Tonga	20/11/17 - 24/11/17	
Tuvalu	27/11/17 - 1/12/17	
Vanuatu	4/12/17 - 8/12/17	

^{*}Dates may change depending on project approval. Any changes will be in consultation with the UNDP office and the concerning laboratory. Also, please note the requirements for time and duration as specified in the TOR.

Fumigation and Maintenance Sites:

Country	Location of BSC	Number of BSC
Cook Islands	Rarotonga Hospital	1
Kiribati	Tungaru Central Hospital DOTS TB Lab	1
Nauru	Ron Hospital	1
Samoa	TTM Hospital Laboratory	3
Tonga	-Vaiola Hospital	2
	-Prince Ngu Hospital, Va'vau	
Tuvalu	Princess Margaret Hospital	1
Vanuatu	-Vila Central Hospital TB Laboratory	2
	-Northern Provincial Hospital, Luganville,	
	Santo	

Time and Duration

The fumigation and certification must be planned and completed before 15th December 2017. UNDP will assist the contractor to finalize specific dates for the country visitation, based on the contractor preliminary planning, and in collaboration with national partners.

Each in- country task must be completed within the following timeframe:

EGOIT III	country tubit induct be completed within the it	mo wing time trainer
Step	Description	Timeframe,
		business days*

1	Maintenance Service	1
2	Fumigation/ Decontamination Tasks/ Certification	2
3	Training	1
4	Reporting	1

Business days = weekdays only; excluding public holidays.

Each on-site evaluation must be completed within 5 business days <u>and</u> within 10 calendar days, including travel, on-site work, report writing, also rest, planned (weekends, public holidays, etc) and unplanned breaks

Annex: Pre- Maintenance Checklist

Annex A: Cook Islands Pre-maintenance checklist

<u>Tasks</u>	BSC Cabinet 2	BSC Cabinet 1	
Location (Hospital name and section it is placed in,	Raratonga Hospital		
Island, Suburb)	Laboratory		
Manufacturer	Vokes AES environmental		
	PTY LTD		
Model and Serial Number	Model: 2350-612-4. Serial		
	Number – 4203		
Hospital inventory code	C20265		
Cabinet Class	Class II		
User manual available?	No		
Is it being used daily?	No		
Date of installation	2002		
Date of last certification	2002		
Date of last fumigation	2006		
Date of HEPA filter replacement	nil		
Does the motor function/ operate?	yes		
Voltage measurement	240		
Amperage measurement	10 A max		
Operation temperature of the motor	?		
Noise level and vibration of motor	?		
Fluorescent lamp – is it functional?	yes		
UV lamp – does it turn on? Also measure light intensity	yes		
(require a radiometer)			
Electrical outlet – is it intact? Comment on Quality of	?		
contact & available voltage.			
All switches – list the control state & integrity, & list	nil		
switches which are not working)			
All cables and connectors – visual condition?	good		
Alarms – test the state of alarms – do they work?	yes		
<u>Physical Checks</u>			
Internal and External condition of the cabinet – check	good		
and comment			
Visual filter check (if possible) – state condition	?		
Are the joints, seals, penetration and soldering free	?		
from leaks (Exterior)			
Sliding window/ external cover - comment on	Good		
functionality			
Condition of the BSC area			
Temperature (approx. 20-22°C)	23		
Humidity (approx 45-55%) – need to use a	?		
hygrometer if available			

Cleanliness – comment on the condition of the BSC	Clean
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Annex B: Kiribati Pre- maintenance checklist

<u>Tasks</u>	BSC Cabinet 1	BSC Cabinet 2
Location (Hospital name and section it is	Tungaru Central Hospital DOT's TB	
placed in, Island, Suburb)	iaboratory	
Manufacturer	FASTER D GROUP Company	
Model and Serial Number	Model BSC: Safe Fast Elite 212	
	S/D, MSC: Class 11	
	Serial #: 295	
Hospital inventory code		
Cabinet Class	BSC Class II	
User manual available?	Yes	
Is it being used daily?	Yes	
Date of installation	September 2012	
Date of last certification		
Date of last fumigation	July, 2014	
Date of HEPA filter replacement	unknown	
Electrical Checks		VI-
Does the motor function/ operate?	Yes	
Voltage measurement	Main supply: 240V,	
	Socket output: 240	
Amperage measurement	Amp test meter available	
	tomorrow morning	
Operation temperature of the motor	As above	
Noise level and vibration of motor	Tools unavailable	
Fluorescent lamp – is it functional?	Yes	
UV lamp – does it turn on? Also measure light	UV lamp on for seconds and off,	
intensity (require a radiometer)	Displayed message: UV lifetime	
·	over.	
Electrical outlet - is it intact? Comment on	Yes, Quality contact is good,	
Quality of contact & available voltage.	Available voltage:240V	
All switches – list the control state & integrity,	All good	
& list switches which are not working)		
All cables and connectors – visual condition?	All good	
$Alarms-test\ the\ state\ of\ alarms-do\ they$	AS 2252.2/AS 2567 (5.15) Alarm	
work?	Operator (Class 2 or Cytotoxic)-	
	Pass	
Physical Checks		
Internal and External condition of the cabinet	Both good and clean	
 check and comment 		
Visual filter check (if possible) - state	Little dust/dirt seen	
condition		

Are the joints, seals, penetration and soldering free from leaks (Exterior)	Yes	
Sliding window/ external cover – comment on functionality	Function well. Note: a little crack seen at the top right site of sash window.	
Condition of the BSC area		
Temperature (approx. 20-22°C)	22-25°C	
Humidity (approx 45-55%) – need to use a hygrometer if available	Hygrometer required	
Cleanliness – comment on the condition of the BSC	Very clean	

Annex C: Nauru Pre-maintenance checklist

<u>Tasks</u>	BSC Cabinet 1	BSC Cabinet 2
Location (Hospital name and section it is	Hammy ROM Haspital	(Mag 1 - ppin - room)
placed in, Island, Suburb)	Labornetory	
Manufacturer	Thermo sometice	
Model and Serial Number		P MSC 1-2
Hospital inventory code	N/A	
Cabinet Class	Ohay	
User manual available?	YES	
Is it being used daily?	YES	
Date of installation	2014	
Date of last certification		
Date of last fumigation		
Date of HEPA filter replacement		
Electrical Checks	. The same of the	
Does the motor function/ operate?	Yes	
Voltage measurement	240V	1
Amperage measurement	6.3 aug	
Operation temperature of the motor		
Noise level and vibration of motor	In good constition	
Fluorescent lamp – is it functional?	ued.	
UV lamp – does it turn on? Also measure	July light but the Y	es, but the
light intensity (require a radiometer)	magazinent is don	If have radiometer
Electrical outlet - is it intact? Comment on		
Quality of contact & available voltage.	voltage is stable	
All switches - list the control state &		
Integrity, & list switches which are not		
working)	yes all switches a	ve Juling
All cables and connectors - visual condition?		
Alarms - test the state of alarms - do they	- Carlotte	
work?	428	
Physical Checks		
Internal and External condition of the	1	
cabinet - check and comment	All apod	
Visual filter check (if possible) - state		
condition	Good condition.	
Are the joints, seals, penetration and		
soldering free from leaks (Exterior)	All apod	residence of the control of the cont
Sliding window/ external cover - comment		
on functionality	It appel	
Condition of the BSC area		
Temperature (approx. 20-22°C)	20°C	
Humidity (approx., 45-55%) - need to use a		
hygrometer if available	55 /6	
Cleanliness - comment on the condition of	1	
the BSC	It stay	

Annex D: Samoa Pre-maintenance checklist

<u>Tasks</u>	BSC Cabinet 1	BSC Cabinet 2	BSC Cabinet 3
Location (Hospital name and	Apia – TTM	Apia – TTM Hospital	Apia – TTM Hospital
section it is placed in, Island,	Hospital	Laboratory	Laboratory
Suburb)	Laboratory		
Manufacturer	CCL	CCL	Esco
Model and Serial Number	Model No- 1687-	Model No- 1687-	NC2-4L8 2014-
	5001/1 Top1108	5001/1 Top1106	88389
Hospital inventory code	A1182	A1183	16081005
Cabinet Class	BSC Class II	BSC Class II	BSC Class II
User manual available?	No	No	No
Is it being used daily?	No	Yes	Occasionally
Date of installation	Unknown	Unknown	Jun 2014
Date of last certification	Unknown	Unknown	Jan 2013
Date of last fumigation	Unknown	Unknown	Unknown
Date of HEPA filter replacement			
Electrical Checks			
Does the motor function/operate?	Unknown	Unknown	Unknown
Voltage measurement	Unknown	Unknown-	Unknown
Amperage measurement	Unknown	Unknown	Unknown
Operation temperature of the motor	Unknown	Unknown	Unknown
Noise level and vibration of	Unknown	Unknown	Unknown
motor			
Fluorescent lamp — is it functional?	No	No	Yes
UV lamp – does it turn on? Also measure light intensity (require a radiometer)	No	No	Yes
Electrical outlet — is it intact? Comment on Quality of contact & available voltage.	Yes	Yes	Yes
All switches — list the control state & integrity, & list switches which are not working)	Panel partially working	No	Yes
All cables and connectors – visual condition?	Yes	Yes	Yes
Alarms – test the state of alarms – do they work?	Yes	Yes	Yes
Physical Checks			

Internal and External condition of the cabinet — check and comment	OK	ОК	ОК
Visual filter check (if possible) – state condition	N/A	N/A	N/A
Are the joints, seals, penetration and soldering free from leaks (Exterior)	Yes	Yes	Yes
Sliding window/ external cover – comment on functionality	Yes	Yes	Yes
Condition of the BSC area			
Temperature (approx. 20-22°C)			
Humidity (approx 45-55%) – need to use a hygrometer if available			
Cleanliness – comment on the condition of the BSC			

Annex E: Tonga Pre- maintenance checklist

<u>Tasks</u>	BSC Cabinet 1	BSC Cabinet 2
Location (Hospital name and section it is placed in, Island, Suburb)	Vaiola Hospital (Laboratory- Microbilology) Nuku'alofa/Togatapu	Vaiola (Lab/Chlamydia) Nuku'alofa/Tongatapu
Manufacturer	ABO LABO	ABO LABO
Model and Serial Number	BHC-10001/G274540501	BHC-10001/G274540502
Hospital inventory code	2911	2922
Cabinet Class	1	1
User manual available?	No	No
Is it being used daily?	Yes	No
Date of installation	2006	2006
Date of last certification	NA	NA
Date of last fumigation	NA	NA
Date of HEPA filter replacement	NA	NA
Electrical Checks		
Does the motor function/ operate?	Yes	Yes
Voltage measurement	100V	100V
Amperage measurement	5A	5A
Operation temperature of the motor	Not sure	Not sure
Noise level and vibration of motor	ОК	ОК
Fluorescent lamp – is it functional?	Functional	Functional
UV lamp – does it turn on? Also measure light intensity (require a radiometer)	Yes	Yes

Electrical outlet – is it intact? Comment on Quality of contact & available voltage.	Yes	Yes
All switches – list the control state & integrity, & list switches which are not working)	Good	Good
All cables and connectors – visual condition?	Good	Good
Alarms – test the state of alarms – do they work?	NA	NA
Physical Checks		
Internal and External condition of the cabinet – check and comment	Good	Good
Visual filter check (if possible) – state condition	Condition not known	Condition not known
Are the joints, seals, penetration and soldering free from leaks (Exterior)	?	?
Sliding window/ external cover – comment on functionality	Good	Good
Condition of the BSC area		
Temperature (approx. 20-22°C)	20-22	20-22
Humidity (approx 45-55%) – need to use a hygrometer if available	No hygrometer	No hygrometer
Cleanliness — comment on the condition of the BSC	Clean	Clean

Annex F: Tuvalu Pre- maintenance checklist

Tasks	BSC Cabinet 1	BSC Cabinet 2
Location (Hospital name and section it is placed in, Island, Suburb)	Microbiology Laboratory- Funatuti	
Manufacturer	THERMO SCIENTIFIC	
Model and Serial Number	41532536 / SAPE 2020	
Hospital inventory code	44878	
Cabinet Class	CLASS 11	
User manual available?	NONE	k
Is it being used daily?	VES	
Date of installation	SECEMBER 2014	
Date of last certification		
Date of last fumigation	engles and the same	1
Date of HFPA filter replacement	NEVER REPLACE	Theren with the contract of th
Electrical Checks	TO A COLUMN TO THE	S
Does the motor function operate?	PUNETION GOOD	***
Voltage measurement	240 4	
Amperage measurement		
Operation temperature of the motor		
Noise level and vibration of motor	NOME	
Fluorescent lamn - is it functional?		
UV lamp - does it turn on? Also measure light intensity (require a radiometer)	UV GOOD / RATEOMETER N/A	
Electrical outlet – is it intact? Comment on Quality of contact & available voltage.	G00 D	-
All switches – list the control state & integrity, & list switches which are not working)	ALL GOODS	
All cables and connectors - visual condition?	Good	
Alarms - test the state of alarms - do they work?	Good	We desired the second s
Physical Checks	The second secon	
Internal and External condition of the cabinet - check and comment	GOOD	red
Visual filter check (if possible) - state condition	NOT PESSIBLE	
Are the joints, seals, penetration and soldering free from leaks (Exterior)	90013	
Sliding window external cover - comment on unctionality	GOOD	
Condition of the BSC area	and the second s	take and the second sec
Temperature (approx. 20-22°C)	GOOD	
Humidity (approx 45-55%) – need to use a sygrometer if available	HYGROMETER N/A	add
Cleanliness - comment on the condition of the BSC	NEED CEEDWING	** Processing

Annex G: Vanuatu Pre- maintenance checklist

<u>Tasks</u>	BSC Cabinet 1	BSC Cabinet 2
Location (Hospital name and section it is	Port Vila - Vila Central	Northern Provincial
placed in, Island, Suburb)	Hospital TB Laboratory	Hospital, Luganville, Santo
Manufacturer	AirTech	NUAIRE
Model and Serial Number	BHC-130611B2-FS;	77390
	200-017611-1401	
Hospital inventory code	V0011871 / V4660	
Cabinet Class	Class II	Class II
User manual available?	Yes	Yes
Is it being used daily?	Yes	Yes
Date of installation	October 2013	7 Sep 1998
Date of last certification	February 2014	NA
Date of last fumigation	N/A	NA
Date of HEPA filter replacement	N/A	NA
Electrical Checks	,	1
Does the motor function/ operate?	Yes	Yes
Voltage measurement	OK	Ok
Amperage measurement	ОК	Ok
Operation temperature of the motor	N/A	Room temperature
Noise level and vibration of motor	Very loud	Normal
Fluorescent lamp – is it functional?	Yes, but flickers occasionally	Yes
UV lamp – does it turn on? Also measure	Yes	NA
light intensity (require a radiometer)		
Electrical outlet – is it intact? Comment	Yes – excellent condition	Good
on Quality of contact & available		
voltage.		
All switches – list the control state &	Very Good	Yes
integrity, & list switches which are not	100,000	
working)		
All cables and connectors – visual	Very Good	Good
condition?		
Alarms – test the state of alarms – do	Yes	Yes
they work?		
Physical Checks		
Internal and External condition of the	Excellent	Good- conditions dropping
cabinet – check and comment		1. 5
Visual filter check (if possible) - state	N/A	NA
condition		
Are the joints, seals, penetration and	Very Good	Good
soldering free from leaks (Exterior)		
Sliding window/ external cover -	Very Good	Yes operating
comment on functionality		
Condition of the BSC area		
Temperature (approx. 20-22°C)	18degrees	18 degrees

Humidity (approx 45-55%) - need to	N/A but suspect lower than	NA- but AC working fine
use a hygrometer if available	50%	
Cleanliness – comment on the condition	Very clean	Very good
of the BSC		

^{*}Pls. attach delivery schedule, if relevant, and cluster by lot, if partial bids will be allowed. Specify delivery locations if goods multiple destinations.

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

FORM FOR SUBMITTING SUPPLIER'S QUOTATION¹¹

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery¹²)

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. <u>RFQ/FJI1008/2017</u>: <u>Fumigation and Maintenance of Bio-Safety Cabinets</u>

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

Country	Description	Qty	Unit cost	Total
Cook Islands	Air fare, round trip	1		
	Per diem, days			
	Professional fee, days	5		
	Other costs, if any			
	(pls specify)			
	Specific maintenance cost (if			
	needed) Annex A			
			TOTAL, COOKS	
Kiribati	Air fare, round trip	1		
	Per diem, days			
	Professional fee, days	5		
	Other costs, if any			
	(pls specify)			
	Specific maintenance cost (if			
	needed)			
	Annex B			
			TOTAL, KI	
Nauru	Air fare, round trip	1		
	Per diem, days			
	Professional fee, days	5		
	Other costs, if any			
	(pls specify)			
	Specific maintenance cost (if			
	needed)			
	Annex C			

¹¹ This serves as a guide to the Supplier in preparing the quotation and price schedule.

¹² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

			TOTAL, NA	
Samoa	Air fare, round trip	1		
	Per diem, days			
	Professional fee, days	5		
	Other costs, if any			
	(pls specify)			
	Specific maintenance cost (if			
	needed)			
	Annex D			
			TOTAL, SA	
Tonga	Air fare, round trip	1		
	Per diem, days			
	Professional fee, days	5		
	Other costs, if any			
	(pls specify)			
	Specific maintenance cost (if			
	needed)			
	Annex E			
			TOTAL, TO	
Tuvalu	Air fare, round trip	1		
	Per diem, days			
	Professional fee, days	5		
	Other costs, if any			
	(pls specify)			
	Specific maintenance cost (if			
	needed)			
	Annex F			
			TOTAL, TU	
Vanuatu	Air fare, round trip	1		
	Per diem, days			
	Professional fee, days	5		
	Other costs, if any			
	(pls specify)			
	Specific maintenance cost (if			
	needed)			
	Annex G			
	1,	1	TOTAL, VU	

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

Other Information pertaining to our	Your Responses				
Quotation are as follows:	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal		
Delivery Lead Time					
Estimated weight/volume/dimension of the Consignment:					
Country/ies Of Origin ¹³ :					
Warranty and After-Sales Requirements					
a) Training on Operations and Maintenance	000000471GBCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCC				
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 [pls. specify]					

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]

¹³ 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 <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.