



REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	DATE: May 29, 2018
	REFERENCE: Request for Quotation for the supply and delivery of Portable Demonstration Biogas Digesters

Dear Sir / Madam:

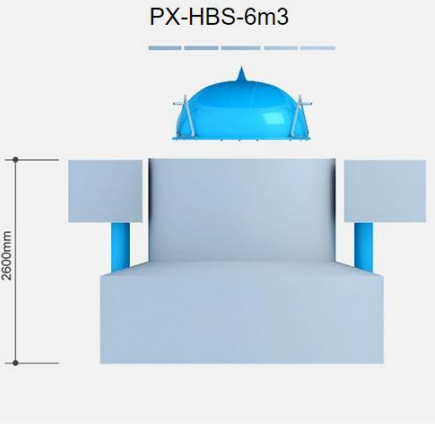
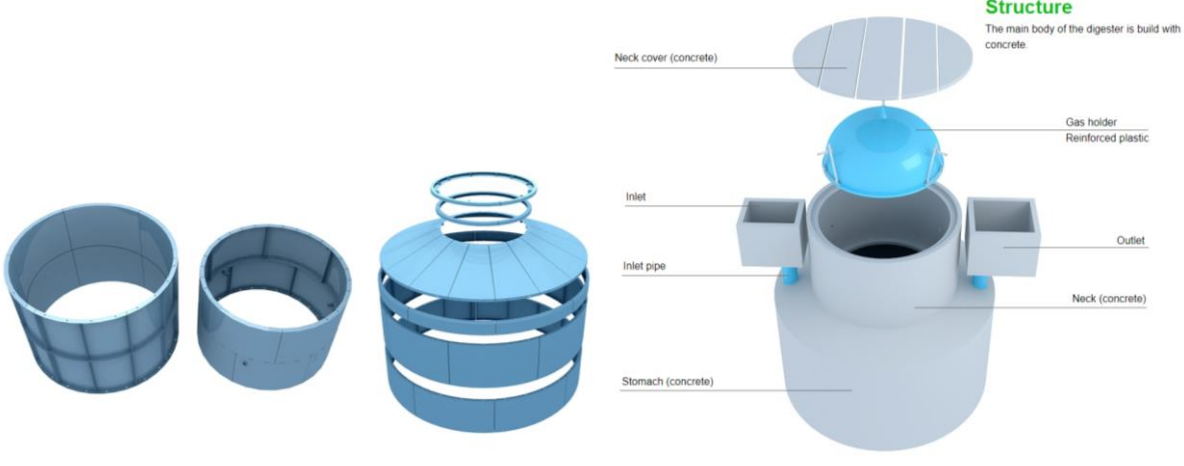
You are kindly requested to submit your quotation for the following items before close of business on **11th June 2018 at 12:00PM (Botswana Time)**.

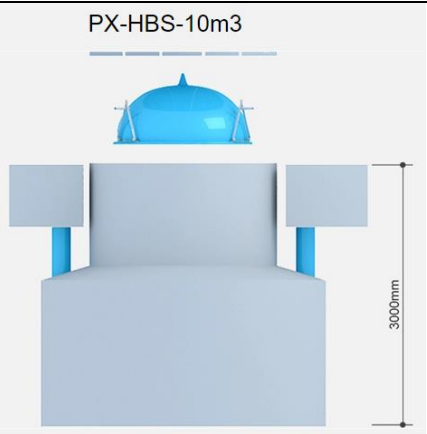
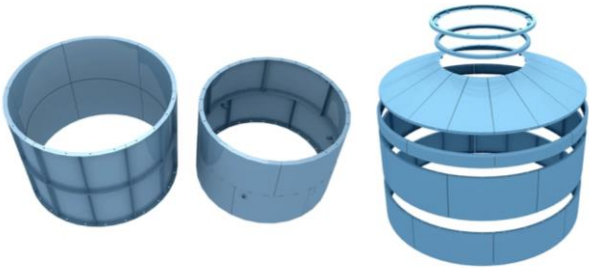
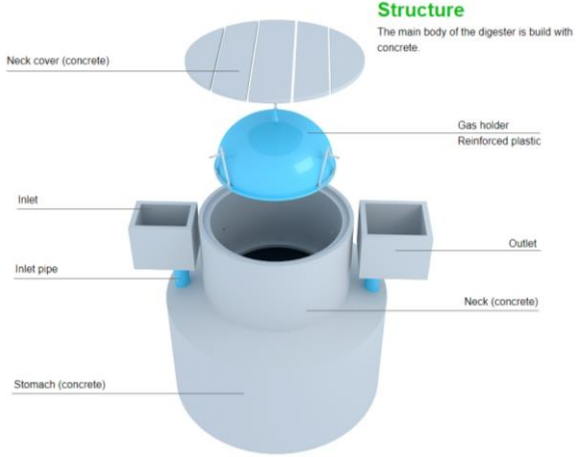
INSTRUCTIONS TO BIDDERS:



- Be submitted in sealed envelope clearly labeled: “Procurement of Portable Biogas Demonstration Digesters - BITRI, NOT TO BE OPENED BY REGISTRY” addressed to the UNDP Resident Representative and shall be delivered and registered at the UN Building, 3rd Floor.
- Email submissions can be submitted to the following address: procurement.bw@undp.org
- For each of the specifications described below, **kindly provide the specifications of the digester you are proposing** in terms of how such meets or exceeds the specification provided, brochures are necessary.
- **SECTION A:** Specifies the technical specifications of the appliances you are to supply.
- **Section B:** The Bidder is expected to provide information on each of the items. **Failure to provide information under Section B will lead to disqualification.**
- **SECTION C:** Tender documents. **Please provide information under Section C**
- **SECTION D:** Evaluation Criteria
- **ANNEX A:** General Terms & Conditions

SECTION A: TECHNICAL SPECIFICATIONS

ITEM	DESCRIPTION	SPECIFICATION	QTY
1	<u>Agama BioGas Pro 6</u> (http://www.agamabiogas.co.za/agama-biogaspro-6/)	<ul style="list-style-type: none">• 6000 litre capacity• 2.2m diameter• 2.5m height• Can produce 2cbm biogas per day• Sample illustration below	2
			

2	<p><u>Puxin 6cbm digester steel mould</u></p> <p>(http://en.puxintech.com/PXSM10M3)</p> <p>See drawing below.</p>	<p>PX-HBS-6m3</p> 	1
<div data-bbox="199 633 1375 1096">  <p>Structure The main body of the digester is built with concrete.</p> <p>Neck cover (concrete)</p> <p>Gas holder Reinforced plastic</p> <p>Inlet</p> <p>Inlet pipe</p> <p>Outlet</p> <p>Neck (concrete)</p> <p>Stomach (concrete)</p> </div>			

3	<p>Puxin 10cbm digester steel mould</p> <p>(http://en.puxintech.com/PXSM10M3)</p>	<p>PX-HBS-10m3</p> 	1
<div data-bbox="300 800 884 1065">  </div> <div data-bbox="1108 630 1680 1084"> <p>Structure The main body of the digester is built with concrete.</p>  </div>			

4	10cbm Biobag (http://www.energyweb.co.za/biogas-commercial-biogas-bag-digester/)	<ul style="list-style-type: none"> • 10 cbm capacity • 1.5m diameter • 5.7m length 	2
			
5	Rehau HomeGas Biobag (https://www.rehau.com/group-en/rehau-homegas/how-rehau-homegas-works)	<ul style="list-style-type: none"> • 1 x REHAU HomeGas fermenter • 1 x REHAU HomeGas gas bag • 1 x Stove optimization for biogas use • All needed pipes and valves 	2
			

SECTION B: (To be completed by the bidder)

Please state (procurement officials should cancel the lines which are not applicable)
Quantity discount and early payment discount or any other discount:
Shipping weight (kg) and volume (m ³): _____ kg _____ m ³ OR <u>NOT APPLICABLE</u> <i>If not applicable, that is if you are not shipping indicate, "not applicable".</i>
Separate quote for estimated transportation & insurance charges if any :
Availability of local service in country of final destination: <input type="checkbox"/> Yes <input type="checkbox"/> NO
Details on any warranty/guarantee conditions:
Delivery leads time (when after the PO has been issued will the digesters be delivered):

SECTION C: OTHER REQUIREMENTS

<p><u>Language:</u> All documentation, including installation and operating manuals shall be in:</p> <p>√<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others</p> <p>Submission of the following tender documents is required:</p> <ul style="list-style-type: none">• Company registration• Tax registration certificate• Complete quotation with confirmation that the biogas digester quoted meet or exceed the specifications indicated above.
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SECTION D: EVALUATION of BIDS

<p><u>All bids will be evaluated on the following:</u></p> <ul style="list-style-type: none">• Submission of the required tender documents and• Submission of biogas digester specifications and accompanying brochures that match or exceed the specifications indicated above and completion of Sections B and C.• If the entire above are satisfied, the tender will be awarded to the company that provides the least costly quotation.

CONDITIONS	
Delivery Terms (INCOTERMS 2000) & Place	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input checked="" type="checkbox"/> DAP
Delivery Place	BITRI B Building Gaborone, Botswana
Payment Terms	Upon delivery of biogas digesters, 30 days after delivery of invoice
Validity of Quotation	<input type="checkbox"/> 30 DAYS <input type="checkbox"/> 60 DAYS <input checked="" type="checkbox"/> 90 DAYS
Preliminary Examination - Completeness of quotation.	<input checked="" type="checkbox"/> Partial bids permitted. <input type="checkbox"/> Partial bids not permitted
Mode of Transport (to deliver the biogas digesters)	AIR
	SEA
	SURFACE
	OTHERS
General Terms and Conditions	Copy enclosed (see Annex A)

Vendor protest: Our vendor protest procedure is intended to afford an opportunity to appeal to persons or firms not awarded a purchase order or contract in a competitive procurement process. **It is not available to non-responsive or non-timely proposers/bidders or when all proposals/bids are rejected. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:** <http://www.undp.org/procurement/protest.shtml>.

NAME, FUNCTIONAL TITLE: Procurement Unit DATE: 28th May 2018

CONTACT ADDRESS: UNDP, P.O. Box 54 Gaborone, Botswana FAX NO: 3956093

E-MAIL ADDRESS: procurement.bw@undp.org

Annex A

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

- 2.1.1 UNDP shall, on fulfilment 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.
- 2.1.2 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.
- 2.1.3 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.
- 2.1.4 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 DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2000 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

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.

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:

- a) 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.
- b) Refuse to accept delivery of all or part of the goods.
- c) 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 because 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.