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REQUEST FOR QUOTATION (RFQ)

RFQ-210/19 - Supply and installation of 550kVA generator for Al Shifaa hospital, East Mosul - Ninawa governorate-Iraq	Date: 25 September 2019
	REFERENCE: RFQ-210/19

Dear Sir / Madam:

We kindly request you to submit your quotation regarding **Supply and installation of 550kVA generator for Al Shifaa hospital, East Mosul - Ninawa Governorate-Iraq** as detailed in Annex 1 of this RFQ.

Documents uploaded in the system as part of your quotation 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 is submitted on or before the deadline indicated by UNDP in the e-Tendering system. Bids must be submitted in the online e-Tendering system in the following link: <https://etendering.partneragencies.org> using your username and password. If you have not registered in the system before, you can register now by logging in using and follow the registration steps as specified in the system user guide.

username: event.guest

password: why2change

"Bidders can download the complete tender documentation from the e-Tendering upon registration". The RFQ is attached for your easy reference.

The Procurement notice includes the details of the UNDP focal person account as per following detail:

Name of focal point for clarifications: mostaq.ahmed@undp.org

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

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	DAP
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror For importing the equipment from abroad, the bidder will be required to submit the shipping documents well in advance in order to process the exemption letter by UNDP. UNDP will not take responsibility of Demurrages in case of delays from Government Authorities for the issuance of exemption. The bidder will be required to clear the shipment and deliver the Generator at site at his own expenses. UNDP will only provide the facilitation letter for exemption.

Exact Address/es of Delivery Location/s (identify all, if multiple)	Al Shifaa hospital, East Mosul, Ninawa Governorate - Iraq (36.325986, 43.187184)
Latest Expected Delivery Date and Time (<i>if delivery time exceeds this, quote may be rejected by UNDP</i>)	<input checked="" type="checkbox"/> Within 60 Calendar days from the issuance of order
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars
Conditions for submitting Bid for Parts or sub parts of the Total requirements	<input checked="" type="checkbox"/> Not allowed
After-sales services required	<input checked="" type="checkbox"/> Yes
Deadline for the Submission of Quotation	<p>Date and Time: As specified in the system (note that time zone indicated in the system is New York Time zone).</p> <p>PLEASE NOTE: -</p> <p>1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system.</p> <p>2. Submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.</p>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	<p><input checked="" type="checkbox"/> Company Profile, Brief description/Background of the company;</p> <p><input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of incorporation, or equivalent document if Bidder is a corporation;</p> <p><input checked="" type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer);</p> <p><input checked="" type="checkbox"/> Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer);</p> <p><input checked="" type="checkbox"/> Properly filled-in Quotation submission form (Annex-1) and the BOQ as per the format with company stamp and signature;</p> <p><input checked="" type="checkbox"/> Duly completed, signed and stamped Technical Compliance sheet (attached as Annex 4);</p> <p><input checked="" type="checkbox"/> List of previous projects (supply and installation of Generators) implemented during the last 5 years with values and name of client;</p> <p><input checked="" type="checkbox"/> List and value of ongoing projects together with completion ratio with UNDP and other national/multi-national organizations;</p> <p><input checked="" type="checkbox"/> Warranty for a period of two years from the date of acceptance by UNDP;</p> <p><input checked="" type="checkbox"/> Catalogue/ Brochure for offered equipment;</p> <p><input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.</p>

Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 120 days <i>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.</i>
Manner of Submitting Bid	Online bidding in E-tendering module; https://etendering.partneragencies.org
Partial Quotes	<input checked="" type="checkbox"/> Not Allowed.
Payment Terms	<input checked="" type="checkbox"/> 100% upon successful completion of all services
Liquidated Damages	Will be imposed under the following conditions: 0.5% of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated.
UNDP will award to:	One bidder only.
Evaluation Criteria ¹	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to required specifications and lowest price; <input checked="" type="checkbox"/> Minimum 2 similar (Supply and Installation of Generator) contracts (each valued minimum USD100,000) executed during the last 5 years; <input checked="" type="checkbox"/> Annex 1, Annex 3 and Annex 4 duly completed and signed for the entire requirement; <input checked="" type="checkbox"/> Full acceptance of the Contract General Terms and Conditions- Annex 3; <input checked="" type="checkbox"/> Compliance with delivery timeframe of 60 Calendar days; <input checked="" type="checkbox"/> Warranty for a period of two years from the delivery date.
Type of Contract to be Signed	<input checked="" type="checkbox"/> UNDP Contract for Goods and-or Services
Conditions for Release of Payment	<input checked="" type="checkbox"/> Within 1 month upon written Acceptance of works based on full compliance with RFQ requirements duly certified by the UNDP Engineer and approved by Programme Manager, FFS
Annexes to this RFQ	<input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 1) – BOQ attached separately in the e-tendering event; <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 2); <i>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</i> <input checked="" type="checkbox"/> Scope of Work (Annex 3) – attached separately in the e-tendering event; <input checked="" type="checkbox"/> Technical Compliance Sheet (Annex 4) – attached separately in the e-tendering event.
Contact Person for Inquiries (Written inquiries only) ³	Mostaq Ahmed Procurement Analyst email: mostaq.ahmed@undp.org <i>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.</i>

¹-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.

³- 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.

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 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:

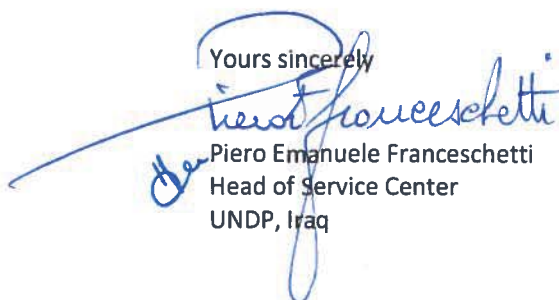
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your quotation.

Yours sincerely



Piero Emanuele Franceschetti
Head of Service Center
UNDP, Iraq

FORM FOR SUBMITTING SUPPLIER'S QUOTATION¹*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery²)*

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-210/19**

1. Delivery timeline: 60 calendar days Agree: Yes ☐ No ☐
2. Delivery Term: DAP Agree: Yes ☐ No ☐
Al Shifaa hospital, East Mosul (36.325986, 43.187184)
3. Validity of Quotation: 120 days Agree Yes ☐ No ☐
4. Warranty – Minimum 2 (Two) years
from the date of acceptance of the equipment by UNDP Agree: Yes ☐ No ☐
5. Acceptance of all Provisions of the UNDP General Terms and Conditions: Agree: Yes ☐ No ☐

6. We confirm that our company is not included in the UN 1267/1989 List or the UN Ineligibility List or in all of UNDP's list of suspended and removed vendors.

Company Stamp and Signature: -----

Official E-mails of the Company: -----

Date: -----

****BOQ is attached separately**

****Technical Compliance sheet attached separately**

¹ This serves as a guide to the Supplier in preparing the quotation and price schedule.

² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

General Terms and Conditions for Goods

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall affect 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 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.
- 2.1.2 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 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.