



REQUEST FOR QUOTATION (RFQ) (Goods)

	DATE: April 14, 2020
	REFERENCE: Enhancing sustainability of financial mechanisms in PAs project

Dear Sir / Madam:

We kindly request you to submit your quotation to **“Design, develop and establish an AVIARY in ther Dajti NP”**, 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 **April 30, 2020 15:00 hrs** and via **courier mail** to the address below:

United Nations Development Programme
Str. “Skenderbej”, Gurten Center, 2nd floor, Tirana, Albania
E-mail for clarification purposes: procurement.al@undp.org
FaxNo: +355 42250286
Tel No: + 355 4 2276600

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

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

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input type="checkbox"/> DAP <input checked="" type="checkbox"/> Other DDU
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Customs clearance, if needed, shall be done by:	<input type="checkbox"/> UNDP X Supplier/Offoror <input type="checkbox"/> Freight Forwarder	
Exact Address/es of Delivery Location/s (identify all, if multiple)	Regional Administration of Protected Areas , Tirane	
UNDP Preferred Freight Forwarder, if any	N/A	
Distribution of shipping documents (<i>if using freight forwarder</i>)	N/A	
Latest Expected Delivery Date and Time(<i>if delivery time exceeds this, quote may be rejected by UNDP</i>)	120 days from the issuance of the Purchase Order (PO) <input type="checkbox"/> As per Delivery Schedule attached[<i>if delivery will be staggered</i>] Time : <i>[pls. indicate]</i> Time Zone of Reference : <i>[pls. indicate]</i>	
Delivery Schedule	<input type="checkbox"/> Required X Not Required	
Packing Requirements		
Mode of Transport	<input type="checkbox"/> AIR <input type="checkbox"/> SEA	X LAND <input type="checkbox"/> OTHER <i>[pls. specify]</i>
Preferred Currency of Quotation	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro X Local Currency : ALL (Albanian Leke)	
Value Added Tax on Price Quotation	X Must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes	
After-sales services required	<input type="checkbox"/> Warranty on Parts and Labor for minimum period of 2 years X Technical Support X Provision of Service Unit when pulled out for maintenance/ repair <input type="checkbox"/> Others <i>[pls. specify]</i>	
Deadline for the Submission of Quotation	Thursday, April 30, 2020, 15:00 hrs	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	X English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others <i>[pls. specify, including dialects, if needed]</i>	
Documents to be submitted	X Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; X 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;	

	<input type="checkbox"/> Confirmation that licenses of this nature have been obtained in the past and an expectation of obtaining all the necessary licenses should the quotation be selected; <input type="checkbox"/> Quality Certificates (ISO, etc.); X Latest Business Registration Certificate ; X Latest Internal Revenue Certificate / Tax Clearance; <input type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); X Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer); X Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied; <input type="checkbox"/> Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods". <input type="checkbox"/> Patent Registration Certificates (if any of technologies submitted in the quotation is patented by the Supplier); <input 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; <input type="checkbox"/> Others <i>[pls. specify as many as required]</i>
Period of Validity of Quotes starting the Submission Date	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days X 120 days 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	X Not permitted <input type="checkbox"/> Permitted <i>[pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</i>
Payment Terms	X 100% upon complete delivery of goods <input type="checkbox"/> Others <i>[pls. specify]</i>
Liquidated Damages	N/A
Evaluation Criteria <i>[check as many as applicable]</i>	X Technical responsiveness/Full compliance to requirements and lowest price Comprehensiveness of after-sales services X Full acceptance of the PO/Contract General Terms and Conditions <input type="checkbox"/> Earliest Delivery / Shortest Lead Time <input type="checkbox"/> Others <i>[pls. specify]</i>
UNDP will award to:	X One and only one supplier <input type="checkbox"/> One or more Supplier, depending on the following factors: <i>[Clarify fully how and why will this be achieved. Please do not choose this</i>

	<i>option without indicating the parameters for awarding to multiple Suppliers]</i>
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input type="checkbox"/> Long-Term Agreement (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) <input checked="" type="checkbox"/> Other Type/s of Contract: Contract for goods and services
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 30 days <input type="checkbox"/> Others [pls. specify]
Conditions for Release of Payment	Passing Inspection [specify method, if possible] Complete Installation <input type="checkbox"/> Passing all Testing [specify standard, if possible] <input type="checkbox"/> Completion of Training on Operation and Maintenance [specify no. of trainees, and location of training, if possible] <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements <input type="checkbox"/> Others [pls. specify]
Annexes to this RFQ	<input checked="" type="checkbox"/> Specifications of the Goods and services as Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). <input type="checkbox"/> Others [pls. specify, if any] 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)	Procurement Unit, UNDP Albania <i>E-mail: procurement.al@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.

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: <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,


Nuno Queiros
Deputy Resident representative
April 14, 2020

Alma Mustafaraj

Annex 1

TERMS OF REFERENCE

Birdcare aviary in Dajti NP

Project background

The Government of Albania (GoA) has approved a new law on protected areas and over the long-term, expecting a significant improvement in the overall management effectiveness of the country's system of protected areas, covering 460,060ha of marine and terrestrial habitats.

The current funding baselines for the PA system, and the capacities to administer and improve PA revenue streams, are still well below the levels required to ensure that the protected area system can properly serve its function as an important tool to protect biodiversity. So, if the Ministry of Tourism and Environment and its agencies is to fulfil its protected area mandate, it will need to have the ability to: (i) secure sufficient, stable and long-term financial resources for protected areas; (ii) allocate these resources in a timely manner and appropriate form to cover the full costs of protected areas; and (iii) ensure that the protected areas are managed effectively and efficiently with respect to conservation and other complementary objectives.

In that respect; this project seeks to assist the GoA in reducing existing funding gaps for the system of protected areas, improving the management of individual protected areas, improving cost-efficiencies in individual protected areas and building the financial management capacities of protected area nationwide by increasing the capacity of the central and local staff. As such, the project focuses project activities at two levels of support: (i) building the financial management capacities of the agency responsible for administering the system of protected areas; and (ii) demonstrating the efficacy of different financing strategies in a sub-set of individual protected areas.

Therefore, the main government partner, NAPA, as the PAs network management and administration authority, is assisted through strengthening the NAPA/RAPAs capacities to effectively plan, secure and administer funds for the PAs system and to implement a suite of mechanisms which improve revenue streams in individual protected areas; The current assignment is among the proposed measures that assist the RAPA Tirane for improving the management and demonstrating the efficacy in wild life fauna rehabilitation means; this current effort seeks to assist the RAPA Tirane by providing the technical bases and encourage methodological application necessary to design, develop and establish an birdcage facility in Dajti NP to meet the rescue needs for damaged or abandoned species and revive promotion and public awareness for bird conservation,

Reference is made particularly to Law no. 10006 dt. 23.10.2008 amended (wilde fauna), which provides for protection, management and control of wild fauna, and enables protection of types, populations and habitats they live in, migration corridors, fulfilment of their needs for food, shelter and breeding conditions; Despite the progress that this law has brought about, and the numerous bylaws issued in recent decades, the real logistic and infrastructure pertinent to custody, care and rehabilitation of fauna are still missing;

Hence, the proposed facility will also play an important educational role; the possibility of closely observing wild animals represents an emotion and an opportunity for unique cognitive growth and above all an important tool for raising awareness of environmental issues and the work of recovering fauna.

General Description

The proposal intends to design, develop and establish an Aviary in Dajti NP which will serve as a rescue centre for sequestered species, or seized by inspection or customs authorities, as well as species damaged or abandoned within Albanian territory, as well as identified birds taken from wild life and which kept in captivity.

The dimensions of the structure of proposed aviary are estimated being about 40 m², and is intended to be erected within the Dajti National Park, complying with all conditions as per Ministerial Order no. 182 dated 20. 09.2016 "On the Treatment of Wild Fauna Species in Zoos and other sites where Individuals are exposed to the public".

It will also fulfil its obligations provided from the relevant laws such as:

- Law no. 9587, dated 20.07.2006 "On the protection of biodiversity" as amended;
- Law No. 10 006, dated 23.10.2008 "On the Conservation of Wild Fauna" as amended and
- Law No. 9867, dated 31.1.2008 "On definition of Rules and Procedures for the International Trade in Endangered Species of Wild Fauna and Flora".

This aviary will also assist, among other things, in promotion, education, public awareness for bird conservation, and become an added value for the Dajti National Park in enhancing biodiversity as well as enhancing tourist attraction.

SPECIFICATION OF WORKS

Earth works, excavation and foundations

Earth works

Preparation of formations

Preparation of formations includes the following tasks:

- Recognition and specification of underground installation networks such as: water supply pipes, drainage pipes, electric and telephone cables, etc.
- Measuring the terrain and taking soil tests
- Deforestation and removal of roots from the ground
- Removing humus soil and transporting or reusing it
- Digging the foundation pits to the required depth

Slope processing

In the case of sloping terrain, the following three methods are applicable:

- Levelling the slope according to the lowest point of the terrain
- Fill the ground with extra material to the level of the highest point of the ground
- Excavation and excavation by average point

Each of these cases will be used depending on the type of soil, the carrying capacity of the land and the loads of the building expected to build on that land.

Drainage of soil works

Drainage can be done through a drainage network or canal. As materials for drainage network it is possible to use plastic pipes, concrete pipes or clay pipes. Pipes should be laid in open channels, levelled and compressed as needed. The tubes shall be laid after opening the channel and filling with gravel with at least a layer of 7 cm. After the pipes are laid, gravel or 4/32 sand is poured with a layer of 10 cm in order to protect the pipe. The canal then is filled with the soil that remains when it is opened.

Most canal drainage is done in such a way that the canals are opened and then filled with gravel. The channels must have one of the following surfaces on request: 20x30, 30x40 or 30x60 cm. The distance between the channels should be determined according to the coefficient of soil filtration.

Protection of Earthworks

Earthworks should protect people who are not involved in project construction on the one hand, and people involved in project realization on the other. Also, open pits for foundations should be protected.

Protecting non-aligned people should be done in such a way that fencing (with fence, meshwork, etc.) is done that does not allow them (especially children) to be endangered. Also, a warning sign should be put in place to prevent the passage of people by non-project people.

The pit and the people who are working it must be protected against collapse. The degree of each pit should depend on the quality of soil with min. 45 degrees to max. 60 degrees.

If the soil contains minerals that, in contact with water, lose stability, then the soil, and especially the levee, must be protected from rain by reinforcing it with KTZ reinforcement.

Earthworks during periods of frost

Earthworks can also be performed during the winter, where temperatures are below zero degrees Celsius.

Excavations for foundations and foundations

Excavations

Excavation for foundations or underground works, up to a depth of 1.5 m from the ground, in soil of any nature and consistency, dried or wet (clay even if compacted, sand, gravel, stones, etc.) including cutting and removal of roots, trunks, stones, and parts up to 0.30 m³ in volume, fulfilling obligations relating to underground construction such as sewage canals, pipelines in general, etc.

Refills

Layer of selected stone and pieces of brick, in well-pressed layers, free from dust, plaster and organic materials resulting from the demolitions described in the preceding articles. All materials resulting from demolitions shall be previously inspected by the Supervisor and their re-use authorized.

Use of excavated material

Suitable material and reusable material from temporary work will be used for recharge. Any redundant material will be available to the requisite materials shortage.

Filling around structures

The material should be placed simultaneously on either side of the wall or pillar holder. Subsequent fillings shall be drawn from a material approved by the Supervisor, casting with layers of thickness 150 mm with compression.

Standard foundations

Concrete foundations

The foundations are resolved on reinforced concrete slabs. The basement depth is 65 cm as the ground floor is 55 cm above the natural soil. The project was implemented by building a clean and well leveled platform after excavation

Perimetral drainage

Perimetral drainage, if necessary, is done along the foundations, but not on them. This drainage consists of loop lines with exhaust pipes and control manholes.

The tubes will extend from the lowest point to the highest point in a straight line with a slope over a 15 cm thick gravel filter layer and covered with about 25 cm with the same filter material. Also, attention be shown that the pipe sole is at least 10 cm above the bottom surface of the foundation, so that the water can move smoothly from the capillary layer and not taking inert from the water flow.

Tube dimensions should be min. Ø 200 mm, the gravel to be used for the filtration layer should be with grains not less than 3.2 mm.

At the main extremes of the facility and where there are drainage direction changes, control manholes are placed on order not to block pipe diversions

METAL WORKS

The metal panels shall be installed in accordance with the requirements of the state standard for their installation as follows:

- The structural elements and metal casements which will be fixed by means of steel claws in the layer during the concreting, with be pre-prepared precisely applying the dimensions provided in the project. Metal casement should be galvanized through the zincking in special tubs; Steel and casing profiles should be processed or welded according to the Technical Conditions of Application;
- The metal door trim is fixed to the concrete layer after painting. The door will be secured with hinges and key anchors when installing door openings.

The projected metal meshes throughout the project are those with 15 x 15 mm frames which are manufactured in sheets with dimensions 1mx 2m



In this slot will be placed elements of 15x15 mm metal mesh and all its necessary accessories

Food accessories will be mounted after the installation of doors and nets is completed



Gloves

Door / window handles should be the same in all premises of the facility. In order for this condition to be fulfilled, these gloves must be such that they can be used in both dry and humid environments;

Criteria to meet

Door and window handles shall be:

- a) Have a high degree of safety in use (longevity in frequent use);

The life span of the gloves depends largely on the materials with which they are manufactured, as well as the way the glove is attached to the other elements (cylinder, locks, etc.). For this it is suggested to choose gloves, which are made of strong and resistant material eg. Non-rusting steel

- b) To guarantee instantaneous resistance to loads (ensure durability in cases of abuse: hangings, shocks, collisions, etc.);

Given the use of these gloves, they must have high load-bearing coefficients, so they must withstand the weight of children on the gloves.

- c) Do not cause physical damage during use.

Concerning this point, we should say that since these gloves will be mounted on the doors and windows of kindergartens, elementary, middle and high school will therefore be used by the child so that the gloves should be loosened so as not to cause physical damage. in children. In the case of the handle the model shown in the table below fulfills all the requirements, since it is more commonly used indoors and is safer for emergency removal cases as it is circular.

Mounting

They must be shown to the supervisor before assembling the gloves and only after the approval has been approved.

Installation of gloves shall be such as to meet the above criteria.

The instructions given by its manufacturer must be followed correctly when handling the handle.

Premise Separation panels

Split panels are 30 mm thick SANWICH self-adhesive panels with smooth surface, with metal and floor panel anodized aluminium fastening and mounting system. Installation of sandwich panels should ensure complete separation compatibility between the premises using the system end seal.

Floor cover panels

The floor cover panels are designed to be mounted SANDWICH type which will be mounted with the female alternating male system according to the order shown in the project, after each complete element with 3 cm aluminium coating mounts an element of the transparent SANDWICH type series that will to enable natural light.

Both panels will be closed with the relevant detail of the system at the roof and at the bottom according to the project

Tin coating panels

Each surface to be coated with tin sheets will have a 0.7mm spacer and will be turned (curved) to the bottom edge;

The tin-sheets elements will be clad with aluminium casing behind the metal elements

Coating surfaces will be coloured with RAL 6021 oil paint;

Plastics tent panels

The plastics tent panels will be fixed to the metal construction by means of two clamps (system accessories) which allow the plastic sheet to be opened or hung and assembled. The drum, representing a 2.5 "diameter metal tube, will collect through the rotary mechanism the sheet of plastic; The plastic shall be 0.5mm thick and shall be 30 cm transparent, whereas from the floor the plastic sheet shall be opaque.

The plastic drum will rotate through a 1.2m long portable rotary lever and crank handle.



Finishes

Epoxy-based paint

Epoxy paint on RAL 6021 paint floor surfaces; The process of painting with plastic paint on the floor surfaces goes through four stages as follows:

- Preparation of the surface to be painted (refinishing).; The concrete surface of the Mark 250 layer of the floor is well reinforced with a helicopter type machine.
- Deep cleaning with a powerful vacuum cleaner (vacuum cleaner) of the inner surface of the floor.
- Before painting, fill small holes or damage to the surface of the floor by applying synthetic material and getting ready for pruning.
- At the beginning of the painting process, thoroughly cleaned surfaces with diluted vinyl (Plastic liner) are washed. For pruning mix 1 kg of glue with 2.5-3 liters of water. With the prepared mixture the surface is washed with only one hand; Usage rate is 1 liter of vinyl water mixture should be used for 20 m2 of surface.

- Epoxy paint on the floor surface.

At first the preparation of the plastic paint mixture is packed in 5 litter boxes of the desired colour RAL 6021 and approved by the Works Supervisor and then the surface is painted. Painting is done with two hands; the personnel who will carry out the painting must be experienced in this field and must comply with all technical conditions of KTZ and STASH.

- Painting of metal surfaces

Coating and polishing of iron elements using putty suitable for the preparation of oil paint surfaces. Zincing them in special bathtubs to ensure protection of metal elements from corrosion; Painting of rusted iron elements, with paint originally prepared with a lead minio or special liner on rusting surfaces or in the form of synthetic oil, with a dosage per m², 0.080 kg. Special paint coating on metallic surface finish, with dosing per m 0.2: 0.2 kg and multi-coloured RAL 6021, for a complete and perfect surface coverage and everything needed for a complete finish oil paint perfectly.

ELECTRICAL WORKS

The electrical work consists of providing a light output of up to 100 w and a bipolar power outlet; Providing the necessary earthing system for lightning discharges by attaching an electrode rod during cementing of the floor layer

HYDROSANITARY WORKS

They consist of providing a water source located outside the building at the nearest point which will serve for sanitary cleaning and as food for birds.

Annex 2

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 Reference No. _____:

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

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
	Total Prices of Goods³				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

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

¹This 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

³Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

TABLE 3 : Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time			
Estimated weight/volume/dimension of the Consignment:			
Country/ies Of Origin ⁴ :			
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance			
b) Minimum one (1) year warranty on both parts and labor			
c) Service Unit to be Provided when the Purchased Unit is Under Repair			
d) Brand new replacement if Purchased Unit is beyond repair			
e) Others			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

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

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

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

Annex 3**General Terms and Conditions****1. ACCEPTANCE OF THE PURCHASE ORDER**

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes

expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- 9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- 9.2 Refuse to accept delivery of all or part of the goods.
- 9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods,

services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.