

## REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM	DATE: 26 <sup>th</sup> of February 2014	
	REFERENCE: Abkhazia Community	
	Revitalization Project	

#### Dear Sir / Madam:

We kindly request you to submit your quotation for the purchase of the furniture for the agro-engineering laboratory located at the Sukhumi University (PRS/SKH/LAB/14/001/USAID) as detailed in Annex 1 (Technical Specifications) of this RFQ. When preparing your quotation, please submit filled in Price Schedule attached as Annex II (Form for submitting Quotation).

Quotations may be submitted on or before: p.m.12:00, March 11, 2014

# **United Nations Development Programme**

Pr. Mira 21, Sukhumi Ms. Inna Abgadzhava +7940 927 31 30; inna.abgadzhava@undp.org

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline in 2 (two) sealed envelopes («original» and «copy»). 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 provision of the abovementioned goods:

Delivery Terms	DAP
[INCOTERMS 2010]	
(Pls. link this to price	
schedule)	
Place of Delivery	Agro engineering laboratory located at the Abkhaz State University
Customs clearance, if	N/A
needed, shall be done by:	

Exact Address/as of Delivery Location/s	Sukhum, Universitetskaya St.1
(identify all, if multiple)	
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents (if using freight forwarder)	N/A
Latest Expected Delivery Date(if delivery time exceeds this, quote may	✓ 35 days from the issuance of the Purchase Order (PO)
be rejected by UNDP)	
Delivery Schedule	Not required
Packing Requirements	Not required
Mode of Transport	Land
Duefermed	✓ United States Dollars
Preferred Currency of Quotation	Payment will be done in EURO according to UN official exchange rate at the date of payment
Value Added Tax on	✓ Must be exclusive of VAT and other applicable indirect
Price Quotation	taxes
After-sales services	Warranty on items at least 1 year
required	T 1 M 1 11 2014 12 00 I 1 T
Deadline for the	Tuesday, March 11, 2014,12.00 Local Time
Submission of Quotation All documentations shall	√ English
be in this language	✓ English
Documents to be submitted	<ol> <li>Company profile, capability, experience and qualification:         <ol> <li>General information (company name, address, profile, letter of registration)</li> <li>Company qualification record (at least 3-years' of experience in the projects of similar nature) (Annex4).</li> </ol> </li> <li>Duly accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;</li> <li>Details on warranty/guarantee conditions. Bidders must provide warranties at least for 1 year:         <ol> <li>Exhaust hood;</li> <li>Drying cabinet;</li> <li>Electrical stove;</li> </ol> </li> <li>Refrigerator</li> </ol>
	<ul> <li>4. Quality certificate is requested for:</li> <li>1. Exhaust hood.</li> <li>2. Drying cabinet.</li> <li>5.Bank details (Bank title, code, account number)</li> <li>6.Latest Internal Revenue Certificate/Tax Clearance (Tax department reference on no debt towards the budget);</li> </ul>
Pre- bid Conference will	✓ Time: 11:00

be held on	✓ Date: 3 <sup>rd</sup> of March'14				
	✓ Venue: UNDP Office, Pr. Mira 21.				
	✓ Contact person: Ms. Inna Abgadzhava				
	✓ □120 days				
Period of Validity of Quotes starting the Submission Date	In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.				
Partial Quotes	✓ Not permitted				
Payment Terms	The payment will be made by bank transfer according to existing regulations, upon delivery of goods and submission of the final invoice.				
Liquidated Damages	The liquidated damages for delay shall be 1% of the price of the PO per week of delay, up to a maximum of 10% of the Final price of the PO.				
Evaluation Criteria	Technical responsiveness/Full compliance to requirements and lowest price				
	Full acceptance of the PO/Contract General Terms and Conditions for Goods				
UNDP will award to:	✓ One and only one supplier				
Type of Contract to be Signed	✓ Purchase Order				
Special conditions of Contract	Cancellation of PO/Contract if the delivery/completion is delayed or is not satisfactory.				
Conditions for Release of Payment	UNDP Shall effect payment only after successful delivery of the goods submission of Acceptance Act signed by the Manager				
Annexes to this RFQ	<ul> <li>✓ Specifications of the Goods Required (Annex 1)</li> <li>✓ Form for Submission of Quotations (Annex 2)</li> <li>✓ General Terms and Conditions for the Goods(Annex 3).</li> <li>✓ Company Qualification Record (Annex 4)</li> </ul>				
	Non-acceptance of the terms of the General Terms and Conditions(GTC) shall be grounds for disqualification from this procurement process.				

Contact Person for	Inna Abgadzhava,
Inquiries	Pr. Mira 21, Sukhumi
(Written inquiries only)	inna.abgadzhava@undp.org
	Any delay in UNDP's response shall be not used as a reason for
	extending the deadline for submission, unless UNDP determines
	that such an extension is necessary and communicates a new
	deadline to the Proposers.

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 recomputation and correction of errors, its quotation will be rejected.

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

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

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

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

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <a href="http://www.undp.org/procurement/protest.shtml">http://www.undp.org/procurement/protest.shtml</a>.

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Victor Munteanu Project Manager

February 26, 2014

# Annex I

# TECHNICAL SPECIFICATION

#	Description	Quantity	Latest delivery Date
1	Exhaust hood, made of ceramic, 900x690x 2000mm. Work surface made of ceramic. Exhaust chamber made of monolithic polypropylene which obtains high quality of chemicals resistance. Upper and down parts of extract. To be set up on the metallic foundation with polymer coating. A special adjustable supports (0-30mm) are provided for the balancing of the asperities. Standard set of: - protective screen out of shockproof glass "triplex" adjustable at any level: - luminescent lamp 2x 18 Vt; - splash proof sockets 220 Vt; - cut off power: - polypropylene flange to provide the ventilation (D=200mm)	1	30.04.2014
2	Accessories for the Dry box Ventilator, 950cub./meters, D=200 mm Steel air duct 200 mm (3 м) Drainage200 mm, 90 degree Generic clamp	set	30.04.2014
3	Laboratory table made of ceramic, with the tap sink 250x100mm, white,.  Size 1500x900x1550mm. Working surface: ceramic, made of stable demountable metallic frame with polymeric coating, technologic superstructure out of two laminated shelves and working surface. A special adjustable supports (0-30mm) are provided for the balancing of the asperities. Weight not more than 250 kg. white  Standard set of:  - luminescent lamp 15 Vt, with the 2 inbuilt sockets and switch. Additional set of:  - drain tap out of polypropylene 250x100x150mm  - tap for the water supply	1	30.04.2014
4	Island table made of ceramic, with the tap and sink 250x100xmm). White size: 1500x1500x1550mm. Working surface: ceramic, made of stable demountable metallic frame with polymeric counting, technologic superstructure with the two shelves out of laminated particleboard/ white. A special adjustable supports (0-30mm) are provided for the balancing of the asperities. Height not more than 250 kg. white Standard set of: - luminescent lamp 15 Vt, with the 2 inbuilt sockets and	2	30.04.2014

	switch.(2psc) Additional set of:		
	<ul><li>drain tap out of polypropylene 250x100x150mm</li><li>tap for the water supply</li></ul>		
5	Titration table, white, Size 1200x600x1550mm. Working surface, white, made of stable metallic frame with polymeric coating, titration superstructure with light screen and working surface. A special adjustable supports (0-30mm) are provided for the balancing of the asperities. Weight not more than 250 kg. Standard set of: - sockets 20Vt(2pcs) - light screen with the crossbar	1	30.04.2014
	Table- washing (1 sink on the left side, stainless steel, depth		
6	140mm, 1 mixer, white) Size: 800x600x850mm. Working surface made of stainless steel with the sink (depth 140mm).water resistant laminated framework with the one section. Module is fixed on the stable metallic frame with the polymeric coating. A special adjustable supports (0-30mm) are provided for the balancing of the asperities. Standard set of: - mixer, - siphon with the corrugated hose for the overflow - hose for the water supply	1	30.04.2014
	Table weight 1200x600x750mm (melamine, white). Size:		
7	1200x600x750mm.  Consist of dismountable metallic frame with polymeric coating, combination of the laboratory table with the working surface out of melamine and natural granite 30mm. Natural granite is installed on the special rubber dampeners. A special adjustable supports (0-30mm) are provided for the balancing of the asperities.	1	30.04.2014
	Office table (writing table, white) made of laminated		
8	chipboard,. Size:	1	30.04.2014
	1200x700x750mm. Consist of: tabletop 22mm, two sides.		
9	Cabinet for the reagents (melamine, white) size:800x450x1950mm, made of laminated chipboard/ 4 doors 4 shelves. Metallic frame with polymeric coating. A special adjustable supports (0-30mm) are provided for the balancing of the asperities. On the upper cover of the cabinet a hole for the flange made of stainless steel to be foreseen in order to provide the system of the exhaust air. flange (200mm).	1	30.04.2014
	Cabinet for the laboratory glassware (melamine, white, lock at		
10	the upper section). Size 800x450x1950mm. Made of laminated chipboard. 4 doors, (upper - glass doors) 4 shelves . Metallic frame with polymeric coating. A special adjustable supports (0-30mm) are provided for the balancing of the asperities. White. Additional set of: lock at the upper section of the cabinet.	1	30.04.2014
	Wardrobe (melamine, white, lock). Size: 800x4501950mm/		
11	laminated chipboard. One section, two doors, shelve, crossbar.  Metallic frame with the polymeric coating. A special adjustable supports (0-30mm) are provided for the balancing of the asperities.  Additional set of: lock	1	30.04.2014
		J.	

12	Cabinet for the laboratory glassware (melamine, white, 2 locks). Size800x450x1950mm.Made of laminated chipboard. 4 doors,(upper - glass doors) 4 shelves. Metallic frame with polymeric coating. A special adjustable supports (0-30mm) are provided for the balancing of the asperities. Additional set of: lock at the upper section of the cabinet. Additional set of: 2 locks.(upper and down sections)	1	30.04.2014
13	Cabinet for the laboratory glassware (melamine, white). Size 800x450x1950mm. Made of laminated chipboard. 4 doors, (upperglass doors) 4 shelves. Metallic frame with polymeric coating. A special adjustable supports (0-30mm) are provided. White.	1	30.04.2014
14	<b>Stand on the roll with the door (right),</b> melamine, white, Size: 400x470x720. Movable shelve inside	1	30.04.2014
15	<b>Chair (polyurethane, black) height 500-690mm.</b> Description: made of mild polyurethane, size of the seat-475x435, back 310x415mm. Plastic rolls.	15	30.04.2014
16	Chair (polyurethane, black) height 410-540 mm. Description: made of mild polyurethane, size of the seat-475x435, back 310x415mm, without rolls	20	30.04.2014
17	<b>Drying cabinet- stainless steel up to 350.</b> Use for: drying, processing and testing of the metals, glass, ceramic, food and other production materials. Volume of the working space of the camera-80,range of the temp: +50_+200, inside temp +6, deviation of the temperature time heat not more than30, electricity supply 220 +10/50, capacity 1.6,time of the permanent work 16, overall dimension - 680x626x603, size of the camera- 560x390x370, not more than 34kg, temperature of the surrounding environment +10+35,	1	30.04.2014
18	<b>Electrical stove c</b> ombined with the gas stove (two electrical sections, one gas) without oven	1	30.04.2014
19	<b>Refrigerator with freezer,</b> classA,208/61; 307 KV/h middle size	1	30.04.2014

# FORM FOR SUBMITTING SUPPLIER'S QUOTATION

To: United Nations Development Programme
Dear Sir / Madam,
Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned offer to deliver and install
in conformity with the said bidding documents for the sum of USD
as may be ascertained in accordance with the Price Schedule attached herewith and made part of
this Quote.
We undertake, if our Quote is accepted, to deliver the items in accordance with the Requirements within calendar days after signature of the Purchase Order (PO)
We agree to abide by this Quote for a period ofdays from the date fixed for opening of Quotes in the RFQ, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
We understand that you are not bound to accept any Quote you may receive.
Dated thisday of[year].
Signature [in the capacity of]
Duly authorized to sign the Quote for and on behalf of

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

Ventilator, 950 cub/meters, D=200 mm

Steel air duct 200 mm (3 M)

2.2

	AGRO-ENGINEER									
		ING L	AGRO-ENGINEERING LABORATORY							
#	LABORATORY FURNUTURE	Unit	QTY	Country of origin	Warranty conditions	Unit Price USD	Total price USD			
1	Exhaust hood, made of ceramic, 900x690x 2000mm. Work surface made of ceramic. Exhaust chamber made of monolithic polypropylene which obtains high quality of chemical resistance. Upper and down parts of extract. To be set up on the metallic foundation with polymer coating. A special adjustable supports (0-30mm) are provided for the balancing of the asperities.  Standard set of: - protective screen out of shockproof glass "triplex" adjustable at any level: - luminescent lamp 2x 18 Vt; - splash proof sockets 220 Vt; - cut off power: - polypropylene flange to provide the ventilation (D=200mm)	pcs	1							
2	Accessories for the Dry box									

1

3

pcs

pcs

2.3	Drainage200 мм, 90 degree	pcs	3	
2.4	Generic clamp	pcs	6	
3	Laboratory table made of ceramic, with the tap sink 250x100mm, white, Size 1500x900x1550mm. Working surface: ceramic, made of stable demountable metallic frame with polymeric coating, technologic superstructure out of two laminated shelves and working surface. A special adjustable supports (0-30mm) are provided for the balancing of the asperities. Weight not more than 250 kg. white.  Standard set of: - luminescent lamp 15 Vt, with the 2 inbuilt sockets and switch.  Additional set of: - drain tap out of polypropylene 250x100x150mm - tap for the water supply	pcs	1	
4	Island table made of ceramic, with the tap and sink 250x100xmm). White size: 1500x1500x1550mm. Working surface: ceramic, made of stable demountable metallic frame with polymeric coating, technologic superstructure with the two shelves out of laminated particleboard/ white. A special adjustable supports (0-30mm) are provided for the balancing of the asperities. Weight not more than 250 kg. white Standard set of: - luminescent lamp 15 Vt, with the 2 inbuilt sockets and switch.(2psc) Additional set of: - drain tap out of polypropylene 250x100x150mm - tap for the water supply	pcs	2	
5	<b>Titration table, white, Size 1200x600x1550mm.</b> Working surface, white, made of stable metallic frame with polymeric coating, titration superstructure with light screen and working surface. A special adjustable supports (0-30mm) are provided.	pcs	1	

	Weight not many than 250 kg			
	Weight not more than 250 kg. Standard set of:			
	- sockets 20Vt(2pcs)			
	- light screen with the crossbar			
6	Table- washing (1 sink on the left side, stainless steel, depth 140mm, 1 mixer, white)  Size: 800x600x850mm. Working surface made of stainless steel with the sink(depth 140mm).water resistant laminated framework with the one section. Module is fixed on the stable metallic frame with the polymeric coating. A special adjustable supports (0-30mm) are provided for the balancing of the asperities.  Standard set of:  - mixer,  - siphon with the corrugated hose for the overflow  - hose for the water supply	pcs	1	
7	Table weight 1200x600x750mm (melamine, white). Size: 1200x600x750mm.  Consist of dismountable metallic frame with polymeric coating, combination of the laboratory table with the working surface out of melamine and natural granite 30mm. Natural granite is installed on the special rubber dampeners. A special adjustable supports (0-30mm) are provided for the balancing of the asperities.	pcs	1	
	Office table (writing table, white) made of laminated			
8	chipboard,. Size:	pcs	1	
	1200x700x750mm. Consist of: tabletop 22mm, two sides	1		
9	Cabinet for the reagents (melamine, white) size: 800x450x1950 mm, made of laminated chipboard/ 4 doors m 4 shelves. Metallic frame with polymeric coating. A special adjustable supports (0-30mm) are provided for the balancing of the asperities. On the upper cover of the cabinet a hole for the flange made of stainless steel to be foreseen in order to provide the system of the exhaust air. flange (200mm).	pcs	1	
10	Cabinet for the laboratory glassware (melamine, white, lock at the upper section). Size 800x450x1950mm.Made of laminated chipboard. 4 doors, (upper - glass doors) 4 shelves.	pcs	1	

	Metallic frame with polymeric coating. A special adjustable				
	supports (0-30mm) are provided for the balancing of				
	the asperities. White. Additional set of: lock at the upper				
	section of the cabinet.				
	Wardrobe (melamine, white, lock). Size: 800x4501950mm/				
	laminated chipboard.		1		
11	One section, two doors, shelve, crossbar. Metallic frame with	pcs			
	the polymeric coating. A special adjustable supports (0-	r · ·			
	30mm) are provided for the balancing of the asperities. white.				
	Additional set of: lock				
	Cabinet for the laboratory glassware (melamine, white, 2				
	locks). Size				
	800x450x1950mm.Made of laminated chipboard. 4				
12	doors,(upper - glass doors) 4 shelves. Metallic frame with	<b>n</b> 00	1		
14	polymeric coating. A special adjustable supports (0-30mm)	pcs	1		
	are provided for the balancing of the asperities. white.				
	Additional set of: lock at the upper section of the cabinet.				
	Additional set of: 2 locks.(upper and down sections)				
	Cabinet for the laboratory glassware (melamine, white).				
	Size800x450x1950mm.Made of laminated chipboard. 4		1		
13	doors,(upper - glass doors) 4 shelves. Metallic frame with	pcs			
	polymeric coating. A special adjustable supports (0-30mm)	-			
	are provided for the balancing of the asperities. White.				
1.4	Stand on the roll with the door (right), melamine, white,		1		
14	Size: 400x470x720.Movable shelve inside	pcs	1		
	Chair (polyurethane, black) height 500-690mm.				
15	Description: made of mild polyurethane, size of the seat-	pcs	15		
	475x435, back 310x415mm. Plastic rolls.				
	Chair (polyurethane, black) height 410-540 mm.				
16	Description: made of mild polyurethane, size of the seat-	pcs	20		
	475x435, back 310x415mm. Without rolls				
	Drying cabinet- stainless steel up to 350. Use for: drying,				
	processing and testing of the metals, glass, ceramic, food and		1		
17	other production materials. Volume of the working space of				
	the camera-80, range of the temp: +50_+200, inside temp +6,	pcs			
	deviation of the temperature time heat not more than 30,				
	electricity supply 220 +10/50, capacity 1.6, time of the				

	permanent work 16, overall dimension - 680x626x603, size of				
	the camera- 560x390x370, not more than 34kg, temperature				
	of the surrounding environment +10+35,				
18	<b>Electrical stove c</b> ombined with the gas stove (two electrical	pcs	1		
10	sections, one gas) without oven	Pes	1		
19	<b>Refrigerator with freezer,</b> classA,208/61; 307 kv/h, middle	nag	1		
19	size	pcs	1		
	SUB TOTAL				
	INSTALLATION/ASSEMBLING				
	TRANSPORT COST				
	TOTAL				

**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		
Warranty for 1 year at least and After-Sales					
Requirements for:					
1. Exhaust hood;					
2. Drying cabinet;					
3. Electrical stove;					
4. Refrigerator					
Quality certificate is requested for:					
1. Exhaust hood.					
2. Drying cabinet.					
a) As indicated of the attached Technical					
Specification					
Delivery Term (DAP)					
a) Agro-engineering laboratory at the					
Sukhumi University					
Validity of Quotation					
All Provisions of the UNDP General Terms					
and Conditions					

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

Annex III

## 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 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 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 <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.

# COMPANY QUALIFICATION RECORD

**1.** Work experience over the last 3 years
List of performed projects is to be split by years. Each year is to be started with total amount of the year.

#	Project Name	Name of Employer	Description of work	Contract amount (USD)	Period of completion	Contact person
	2011					
1						
2						
3						
4						
5						
	2012					
1						
2						
3						
4						
5						
	2013					
1						

2			
3			
4			
5			

Or Please, Describe at least 3 last of your projects which have been done by your company (Project name, address, client contacts, project cost, short description, time period).

Director