

## Request for Quotation (RFQ) N° SDCB-01-2015

19<sup>th</sup> February 2015

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Dear Sir/Madam,

Subject: ***Procurement of Pycnometers***

1. We hereby solicit your bid for the supply of following goods.

**a. Pycnometer**

2. To enable you to submit a bid, please find enclosed:

Annex I.	General Conditions
Annex II.	Bid Data Sheet
Annex III	Technical Specifications
Annex IV	Bid Submission Form
Annex V	Price Schedule

3. Interested Bidders may obtain further information at the following contact:

United Nations Development Programme  
Email: [rm@undp.org](mailto:rm@undp.org) and/or [licitaciones@undp.org](mailto:licitaciones@undp.org)

4. Bids must be sent to the above email addresses on or before **23:59 hrs. 5<sup>th</sup> March 2015**.  
Late bids shall be rejected.

5. This letter is not to be construed in any way as an offer to contract with your firm.

Sincerely,  
Material Resources and General Services

# **Annex I - 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.  
[http://www.un.org/depts/ptd/pdf/conduct\\_spanish.pdf](http://www.un.org/depts/ptd/pdf/conduct_spanish.pdf).

## **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 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:

- 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.
- d) To increase the quantities of the services/goods procured within 25% range (more or less) without prejudice for the general conditions of the bid and without any change in the unitary price quoted by the bidder,

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

## **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.

## **Annex II - BID DATA SHEET**

The following data for the supply of goods and related services shall complement/supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

<b>DS No.</b>	<b>Data</b>	<b>Specific Instructions / Requirements</b>
1	Project Title:	HCFC Phase-out Management Plan
2	Title of Goods/Services/Work Required:	Pycnometers
3	Country:	Mexico
4	Language of the Bid:	<input checked="" type="checkbox"/> English
5	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<input checked="" type="checkbox"/> Not allowed
6	Conditions for Submitting Alternative Bid	<input checked="" type="checkbox"/> Shall not be considered
7	A pre-Bid conference will be held on:	<input checked="" type="checkbox"/> Not applicable
8	Period of Bid Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days
9	Bid Security	<input checked="" type="checkbox"/> Not Required
10	Acceptable forms of Bid Security	<input checked="" type="checkbox"/> Not Required
11	Validity of Bid Security	<input checked="" type="checkbox"/> Not Required
12	Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not applicable
13	Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions:  1) In the event of delay on the products delivery a) Course of action: return of up to 10% of the contract value per month of delay; b) Next course of action: termination of contract.  2) In the event of irregularities by the company that harms reaching the project objectives a) Course of action: return of any previous financial payments provided within the contract. b) Next course of action: termination of contract.
14	Performance Security	<input checked="" type="checkbox"/> Not Required
15	Preferred Currency of Bid and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (USD)
16	Deadline for submitting requests for clarifications/ questions	February 26, 2015

17	Contact Details for submitting clarifications/questions	UNDP Mexico E-mail: rm@undp.org
18	Manner of Disseminating Supplemental Information to the SDCB and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Bidders by email, and/or posting on the website
19	No. of copies of Bid that must be submitted	1 by e-mail
20	Bid submission address	E-mail: rm@undp.org
21	Deadline of Bid Submission	Date and Time : <b>March 05<sup>th</sup>, 2015 23:59 hrs.</b>
22	Manner of Submitting Bid	<input checked="" type="checkbox"/> E-mail
23	Conditions and Procedures for electronic submission and opening, if allowed	The offers will be opened on March 06 <sup>th</sup> , 2015
24	Date, time and venue for opening of Bid	<input checked="" type="checkbox"/> One day after receipt of Proposal.
25	Evaluation method to be used in selecting the most responsive Bid	<input checked="" type="checkbox"/> Lowest price offer of technically qualified/responsive Bid.
26	Required Documents that must be Submitted to Establish Qualification of Bidders (in "Certified True Copy" form only)	<input checked="" type="checkbox"/> <b>Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured.</b> <input checked="" type="checkbox"/> <b>Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any.</b>
27	Other documents that may be Submitted to Establish Eligibility	<u>Submission of following documents is mandatory:</u> <input checked="" type="checkbox"/> <b>Certified copy of company's registration relevant to perform required works (Commercial Registry).</b>
28	Structure of the Technical Bid and List of Documents to be Submitted	The Technical Bid must contain the elements described in Annex III, Technical Specification of Goods Required. (Submission of all documents listed under 26 and 27 is mandatory)
29	Latest Expected date for commencement of Contract	March, 2015
30	Maximum Expected duration of contract	Not applicable
31	UNDP will award the contract to:	<input checked="" type="checkbox"/> Bidder with most economic offer
32	Criteria for the Award and Evaluation of Bid	<u>Bid Evaluation Criteria</u> <input checked="" type="checkbox"/> <b>Full compliance of Bid to the technical, financial and administrative requirements.</b> <input checked="" type="checkbox"/> <b>Full compliance of offered material and equipment with technical specification and requirements</b>  <u>Award Criteria</u> <input checked="" type="checkbox"/> <b>Successful quotation will be the one with minor price quoted by Item.</b>
33	Post qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial

		documents; Technical Specification of Goods Required and Deliverables
34	Conditions for Determining Contract Effectively	<input checked="" type="checkbox"/> UNDP's approval of technical and financial proposals
35	Other Information Related to the SDCB	NA
36	Delivery Terms (INCOTERMS 2010)	<input checked="" type="checkbox"/> DAP (delivery at UNDP Mexico Office, Montes Urales #440, Lomas de Chapultepec, C.P. 11000, México, D.F.) <input checked="" type="checkbox"/> DAT (delivery at Mexico City International Airport Benito Juárez - Mexican customs)
37	Mode of Transport accepted	<input checked="" type="checkbox"/> Air <input checked="" type="checkbox"/> Terrestrial
38	Delivery time	Up to 4 weeks after the signed of Purchase Order
39	Payment Terms	Within 10 days after satisfactory delivery and acceptance



## **Annex III**

### **TECHNICAL SPECIFICATIONS**

#### **1. Background:**

The Vienna Convention for the Protection of the Ozone Layer and its Montreal Protocol on Substances that Deplete the Ozone Layer are dedicated to the protection of the earth's ozone layer. With 197 parties, this treaty is the most widely ratified treaty in United Nations history and it settled a timetable on which the production and consumption of those substances must be phased-out, being those target mandates for all member countries.

The Parties to the Montreal Protocol, in their Decision XIX/6 of 2007, established an accelerated schedule to phase-out the consumption and production of Hydrochlorofluorocarbons (HCFCs), starting in 2013 with a consumption freeze level equivalent to the average consumption of 2009 and 2010, followed by a 10% reduction in 2015, and subsequent staggered reductions up to the total elimination by 2040.

In order to meet those obligations - the Article 5 (A-5) countries, the group which Mexico is part of - had to prepare their National HCFC Phase out Management Plans (HPMP) addressing the scope of development and implementation of actions required to eliminate the consumption of HCFCs.

#### **2. Objective.**

In order to support national system house companies that produce Polyurethane (PU) Foam system to convert their processes to non-HCFC based technologies, nitrogen dispensers and additional laboratory equipment are required to be procured under this ITB.

#### **3. General Requirements**

a. *Equipment Delivery*: Specific location addresses to delivery of the equipment are advised in the Bid Data Sheet above.

b. *Scope of Proposal*: must include for the supply, packing, and delivery of ALL of the equipment items, including any recommended consumable and wear parts for the first 1 year of operation of all the equipment items, detailed instruction manuals in Spanish or English for commissioning, operation, and basic maintenance of ALL of the equipment items, as defined in the Equipment Specifications.

b. *Electrical Power Supply*: All electrical equipment to be purchased must be compatible with the principal electrical power supply available in Mexico. Confirmation of this must be clearly stated in the proposal.

c. *Electrical Power Surge Protection*: All electrical equipment to be purchased must continue operating normally under voltage fluctuations of  $\pm 10\%$  and must be protected against voltage fluctuations that exceed these normal fluctuations by 25%. Confirmation of this must be clearly stated in the Bid.

e. *Operational Requirements*: It is expected that all the equipment to be purchased will normally be capable of operating continuously for 8 hours per day, in temperatures ranging from +10°C to +40°C, and high relative humidity. Confirmation of this must be clearly stated in the Bid.

Item #	Qty	EQUIPMENT	Detailed specifications.	Conformity with Specs (YES/NO)
1	4	<u>Pycnometer</u>	Laboratory type to determine the closed cell content of a rigid polyurethane for, with <ul style="list-style-type: none"> <li>• Digital pressure display resolution of 0.001 psi.</li> <li>• Better than 0.2% accuracy</li> <li>• Calibration tools</li> </ul>	

**Annex IV.**

**BID/PROPOSAL SUBMISSION FORM**

To: The procuring entity

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [*description of goods*] in conformity with the said bidding documents for the sum of [*total bid amount in words and figures*] as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified.

We agree to abide by this Bid for a period of 60 days from the date fixed for submission of proposals, 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 Bid you may receive.

Dated this . . . . day of . . . . [*year*].

.....  
Signature

.....  
[*in the capacity of*]

Duly authorized to sign the Bid for and on behalf of .....

## Annex V.

### PRICE SCHEDULE

1. The Price Schedule must provide a detailed cost breakdown for each item.
2. Technical descriptions for each proposed item must provide sufficient detail to allow the Purchaser to determine compliance of quotation and with specifications as per Schedule of Requirements and Technical Specifications of this RFQ/SDCB
3. Estimated weight/volume of the consignment must be part of the documentation submitted.
4. All prices/rates quoted must include all taxes
5. The format shown on the following pages should be used in preparing the Price Schedule. The format uses a specific structure which may or may not be applicable but are indicated to serve as examples.
6. If required, the consumables and spare parts list must be attached to this form.

Name of Bidder:.....				
<i>Sub Item</i>	<i>Description</i>	<i>Unit Price</i>	<i>Quantity Required</i>	<i>Total Price</i>
1	Pycnometer		4	
2				
3				
<b>GRAND TOTAL</b>				

FOB Cost, Point of Export	N/A
DAP or DAT Cost Mexico City, by land or air	
DDU Cost, end user via sea/air/ground freight	N/A
We undertake to deliver and install any or all of the items described above or in the attached annex, at the total price indicated above, at the designated point(s) of delivery, provided a purchase order is issued to us within 15 days from the bid closing date.	
<b>COUNTRY(S) OF ORIGIN:</b>	<b>DELIVERY PERIOD:      WEEKS (AFTER RECEIPT OF PURCHASE ORDER)</b>
<b>NAME OF BIDDER:</b>	<b>AUTHORIZED SIGNATORY</b>
<b>ADDRESS:</b>	<b>NAME:</b>
<b>PHONE:</b>	<b>DESIGNATION:</b>
<b>FAX:</b>	<b>DATE:</b>

*Note: In case of discrepancy between unit price and total, the unit price shall prevail.*