United Nations Development Programme



REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	DATE: 22 June 2020		
	REFERENCE: RfQ 20/02065		

Dear Sir / Madam:

We kindly request you to submit your quotation for Delivery of canteen equipment for Support to the Security Sector Reform in the Republic of Moldova (SSSR) Project, 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 **13 July 2020, 16:00 (Moldova local time)** via e-tendering system to the address below:

https://etendering.partneragencies.org

Username: event.guest Password: why2change

BU Code: MDA10 and Event ID 0000006296

Please Consult e-Tendering Resources for Bidders for additional information on bidding:

http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement -notices/resources/

It shall remain your responsibility to ensure that your quotation will reach the address above 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]	⊠DAP
Customs clearance, if needed, shall be done by:	
Exact Address of Delivery Location	Delivery, installation and commissioning in the Republic of Moldova: — Balti — Chisinau — Cahul
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	☑ 6o calendar days from the issuance of the Purchase Order (PO)
Delivery Schedule	⊠Required

UNDP in Moldova • 131, 31 August 1989 str., Chisinau 2012, Moldova Tel: (+ 373 22) 22 00 45 • Fax: (+373 22) 22 00 41 • E-mail: registry.md@undp.org • www.undp.md

Envelope ID: 8B21DEB0-8638-42DC-B5E5				
Preferred Currency of	⊠United States Dollars			
Quotation ¹				
Value Added Tax on Price Quotation	☑ Must be exclusive of VAT and other applicable indirect taxes			
After-sales services required	 ☑ Availability of authorized service in Moldova and comprehensiveness of after-sales services; ☑ Warranty (as per Annex 1); ☑ Guarantee certificates to be issued upon commissioning, for each item. 			
Deadline for the Submission of Quotation	IMPORTANT NOTE: the time zone indicated in the Tendering system is New York Time zone. PLEASE NOTE: 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. The correct proposal closing time is as indicated in the e-tendering portal and system will not accept any proposal after that time. It is the responsibility of the proposers to make sure proposals are submitted within this deadline. UNDP will not accept any proposal that is not submitted directly in the system. 2. Try to submit your proposal a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your			
All documentations, including	proposal at the last minute, UNDP may not be able to assist.			
catalogues, instructions and operating manuals, shall be in this language	⊠ English ⊠ Others: Russian or Romanian			
	☑ Electronic submission of Proposal			
	https://etendering.partneragencies.org Username: event.guest Password: why2change			
Documents to be submitted	Please note: 1. It is strongly recommended to create your username with two parts, your first name and last name separately by ".", similar to the one shown above. 2. You can participate in the proposal event only if you have registered in the system. ☑ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; ☑ Detailed technical description and pictures of the offered goods Annex 4 (excel format to be provided); ☑ Company profile (short info up to 1 page); ☑ Copy of Company's Registration Certificate; ☑ Export / Import Licenses, if applicable; ☑ Certificates of quality for the offered equipment; ☑ Certificates of conformity of materials used (alimentary stainless steel (AISI 304, 430, etc.), accompanied by a declaration of high corrosion resistance of the used stainless steel;			

¹ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

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	 ☑ Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation; ☑ Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer);
	 ☑ Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied;
	☑ Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods";
	☑ Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country;
	☑ Name and address of the authorized service centre in Chisinau/ Moldova for warranty/ guarantee repair, maintenance services, including proof (contract/ agreement);
	☑ Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.
Period of Validity of Quotes starting the Submission Deadline Date	⊠ 90 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	⊠ Permitted by LOT
Payment Terms	≥ 100% upon complete delivery of goods
Liquidated Damages	o.5% of contract for every day of delay, up to a maximum duration of 30 calendar days. Thereafter, the contract may be terminated.
Evaluation Criteria UNDP will award to	 ☑ Technical responsiveness/Full compliance to requirements and lowest price²; ☑ Minimum 5-year experience in the field of professional canteen and kitchen equipment import and distribution; ☑ Full acceptance of the PO/Contract General Terms and Conditions; ☑ Maximum delivery period not to exceed 60 calendar days upon signature of contract; ☑ Availability of authorized service in Moldova and comprehensiveness of after-sales services; ☑ Installation and commissioning of provided equipment; ☑ Minimum guaranty of goods provided, goods' replacement or restore in case of defections during the warranty period. ☑ One or more Suppliers, depending on the following factors:
	Lowest Financial Offer among Technically Responsive and Qualified Proposals per each Lot Purchase Order
Type of Contract to be Signed	☑ Contract for Goods and Services
Special conditions of Contract	☑ Cancellation of PO/Contract if the delivery/completion is delayed by 30 days
Conditions for Release of Payment	 ☑ Complete installation and commissioning of the equipment; ☑ Written Acceptance of Goods based on full compliance with RFQ requirements
Annexes to this RFQ ³	 ⊠ Specifications of the Goods Required (Annex 1); ⊠ Form for Submission of Quotation (Annex 2);

² UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

³ Where the information is available in the web, a URL for the information may simply be provided.

(Written inquiries only)4

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.

Proposers.

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

The quotation that complies with all the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

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

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

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

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

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

Corina Oprea,
Operations Manager/ UNDP Moldova

⁴ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Technical Specifications

No.	Generic description				
	Lot 1				
1	Universal professional electric oven with 3 sections:				
	 frame (façade) covered with highly durable alimentary stainless steel AISI 304 or AISI 430 oven interior made of highly durable alimentary stainless steel AISI 304 or duplex endowed with convection baking feature voltage: 380V timer: 0-120 min energy efficiency class: (min. A + - A +++) temperature regime: min. 20°C - 270°C temperature-controlled control panel, with easy-to-use programs includes tray set: 3-6 trays made of alimentary stainless steel (tray high: preferably 50 mm) warranty: minimum 24 months 				
2	Professional electric frying pan:	1			
	 frame (façade) covered with highly durable alimentary stainless steel AISI 304 frying pan made of cast iron, with a bottom thickness min. 40 mm and depth min. 180 mm manual capsizing operating based on heating element temperature regime: 20°C - 270°C heating time: up to min. 120°C - 130°C in 15 min volume: min. 90 l adjustable thermostat integrated handles non-stick surface dimensions (mm): min. 800 width * 1000 length voltage: 380V power: 12-15kvt warranty: minimum 24 months 				
3	Professional electric hob with 4 burners and oven: - frame (façade) covered with highly durable alimentary stainless steel AISI 304 - cast iron separate burners: min. 20* 20 cm - easy to use programs with control thermostat - temperature regime: 0°C - 260°C - timer: 0-120 min - voltage: 380V - power: min. 14 kw - oven is endowed with convection feature - oven interior made of stainless steel - includes tray set: 3-6 trays made of alimentary stainless steel (tray high: preferably 50 mm) - warranty: minimum 24 months	6			

velope	ID: 8B21DEB0-8638-42DC-B5E5-7A23717A8219	
4	Professional electric thermos:	4
	 made of alimentary stainless steel AISI 304 with high durability double walls 	
	- capacity: min. 20- 25 l	
	 interior: made of highly durable alimentary stainless steel or duplex stainless steel 	
	 thermally insulated handles 	
	 endowed with lid with sealing gasket, completely removable or may be opened with 	
	hinges, (by screw or clamping mechanism)	
	 with thermostat and anti-drip valve 	
	 maintains the initial temperature for a long time 	
	– voltage: 220V	
	– power: 1650 W	
	– energy efficiency class: (min. A + - A +++)	
	temperature regime: o°C - 130 °C	
	easy-to-use program panel	
	– warranty: minimum 24 months	
	, '	
5	Burner:	1
	- flame adjustable	
	 endowed with flexibile hose of 1,5 – 2 meters 	
	 warranty: minimum 24 months 	
	Lot 2	
1	Washing machine:	15
1	wasning machine.	15
	 endowed with washing and squeezing feature 	
	- voltage: 220V	
	energy efficiency class: (min. A + - A +++)	
	temperature regime: min. 30°C - 90°C	
	- rotations: min. 1200	
	 temperature control panel, with easy-to-use programs 	
	capacity per cycle: min. 6 kg	
	– warranty: minimum 36 months	
	Lot 3	
1	Electric boiler:	3
	- steel sheet mantel and covers, painted in electrostatic field	
	 type: thermoelectric 	
	type: thermoelectricvolume: min. 100 l	
	 type: thermoelectric volume: min. 100 l frost protection 	
	 type: thermoelectric volume: min. 100 l frost protection safety valve 	
	 type: thermoelectric volume: min. 100 l frost protection safety valve heating source: mixed, coil and electrical resistors 	
	 type: thermoelectric volume: min. 100 l frost protection safety valve heating source: mixed, coil and electrical resistors anodic protection against corrosion 	
	 type: thermoelectric volume: min. 100 l frost protection safety valve heating source: mixed, coil and electrical resistors anodic protection against corrosion equipped with thermometer, main switch with light signaling 	
	 type: thermoelectric volume: min. 100 l frost protection safety valve heating source: mixed, coil and electrical resistors anodic protection against corrosion equipped with thermometer, main switch with light signaling water temperature thermostat control 	
	 type: thermoelectric volume: min. 100 l frost protection safety valve heating source: mixed, coil and electrical resistors anodic protection against corrosion equipped with thermometer, main switch with light signaling water temperature thermostat control overheating safety thermostat: min. 95°C 	
	 type: thermoelectric volume: min. 100 l frost protection safety valve heating source: mixed, coil and electrical resistors anodic protection against corrosion equipped with thermometer, main switch with light signaling water temperature thermostat control overheating safety thermostat: min. 95°C mounting: on the wall (vertical) 	
	 type: thermoelectric volume: min. 100 l frost protection safety valve heating source: mixed, coil and electrical resistors anodic protection against corrosion equipped with thermometer, main switch with light signaling water temperature thermostat control overheating safety thermostat: min. 95°C mounting: on the wall (vertical) power supply (V / Hz): 220 	
	 type: thermoelectric volume: min. 100 l frost protection safety valve heating source: mixed, coil and electrical resistors anodic protection against corrosion equipped with thermometer, main switch with light signaling water temperature thermostat control overheating safety thermostat: min. 95°C mounting: on the wall (vertical) 	

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Electric potato peeler:	1
– power: 380V/ 220V	
- power: min. 950W	
- productivity: min. 300 kg /h	
- capacity cleaning cycle: min. 20 kg	
- timer: min. 15 minute	
- frame (case) made of high durability stainless steel - rame (case) made of high durability stainless steel	
equipped with supply door and transparent cover	
 inner walls are lined with an abrasive belt, and the inner part - with durable abrasive disc 	
electronic control panel, easy to use	
 electroffic control pariet, easy to use equipped with four adjustable stainless-steel legs with rubber pads for better grip 	
warranty: minimum 24 months	
 Professional electric meat grinder:	1
made of high durability stainless steel	
electronic control panel, easy to use	
completely removable (to allow its and its accessories cleaning)	
 equipped with a set of shredding accessories of different sizes, made of high durability stainless steel 	
 equipped with a button (sensor) for emergency stop (automatic) in case of blockage or 	
other emergency situations	
 additional protection against overheating 	
– voltage: 380V	
– power: min. 1500W	
– productivity: min. 300 kg / h	
– warranty: minimum 24 months	
 Electric meat grinder (low capacity):	5
made of stainless steel	
 electronic control panel, easy to use 	
completely removable (to allow its and its accessories cleaning)	
 equipped with a set of shredding accessories of different sizes, made of high durability 	
alimentary stainless steel	
- voltage: 220 V	
– power: min. 1500W	
- chopping productivity: min.1.5 kg / min	
minimum warranty 24 months	
, · ·	

Electric vegetable slicer (low capacity): made of stainless steel electronic control panel, easy to use completely removable (to allow its and its accessories cleaning) equipped with min. 3 alimentary stainless steel knives with high durability, of different sizes for cutting in various shapes and sizes equipped with the "reverse" function for unlocking voltage: 220V power: min. 1200 W minimum warranty 24 months Lot 5 Electric cooking pot (marmite) (250 l) for food preparation, with indirect heating system: capacity: min. 250 l exterior and interior: made of high durability alimentary stainless steel AISI 304 or electric heating, within 45 min: from 20°C to 110°C temperature regulation: from o°C to 160°C easy to use control panel based on heating element located in the cavity of the double walls, with safety system high quality thermal insulation safety system with pressure gauge for pressure (overpressure) and water level controlling and regulating equipped with supply and exhaust system equipped with hot and cold-water connections equipped with easily removable valves for sewer drainage and water supply automatic start / stop system endowed with thermocouple with thermostat endowed with lid with silicone seal and double counterbalancing system slow power adjustment for boiling temperature fixation/ adjustment voltage: 38oV power: min. 24 kW warranty: minimum 36 months Gas cooking pot (marmite) (400 l) for food preparation, with indirect heating system: capacity: min. 400 l exterior and interior: made of high durability alimentary stainless steel AISI 304 or equipped with a tight stainless-steel lid, which prevents heat loss power supply: gas power: min 45 kW gas heating within 90 min: from 20°C to 110°C gas valves with safety thermocouple automatic ignition and control system and regulation of water pressure and level control panel, easy to use gas safety valve slow power adjustment for boiling temperature fixation/ adjustment equipped with hot and cold-water connection equipped with easily removable valves for sewer drainage and water supply warranty: minimum 36 months

	ID: 8B21DEB0-8638-42DC-B5E5-7A23717A8219 Lot 6	
1	Scale with electric dial (10-15 kg):	4
	resistant to moisture and dust On display and lighting.	
	equipped with high contrast LCD display and lighting the recent function and evaluate vessel recent	
	auto-reset function and exclude vessel mass	
	- working temperature range: from -10 to + 45°C	
	— working humidity range: from 15% to 85%	
	- voltage: 220V	
	autonomous working regime	
	- weighing limit:	
	a) maximum: 15 kg b) minimum: 100 g	
	index of a section of scale: 10 g	
	DCCV/ A/I	
	 autonomous consumption: DC 6V / 4A / nour battery working time: 120 hours 	
	1 2 200	
	scale accuracy class: medium (III) warranty: minimum 24 months	
	— warrancy: minimorn 24 months	
2	Scale with electric dial (100 kg):	2
	 resistant to moisture and dust 	
	 equipped with high contrast LCD display and lighting 	
	auto-reset function and exclude vessel mass	
	 working temperature range: from -10 to + 45°C 	
	working humidity range: from 15% to 85%	
	- voltage: 220V	
	autonomous working regime	
	weighing limit:	
	a) maximum: 100 kg	
	b) minimum: 400 g	
	index of a section of scale: 10 g	
	– maximum vessel weight: 30 kg	
	– dimensions (mm): 290 Length *220 width (+- 10 mm)	
	autonomous consumption: DC 6V / 4A / hour	
	 battery working time: 120 hours 	
	– scale accuracy class: medium (III)	
	– warranty: minimum 24 months	
3	Scale with electric dial (500 kg):	5
	 resistant to moisture and dust 	
	 equipped with high contrast LCD display and lighting 	
	auto-reset function and exclude vessel mass	
	 working temperature range: from -10 to + 45°C 	
	working humidity range: from 15% to 85%	
	- voltage: 220V	
	autonomous working regime	
	weighing limit:	
	a) maximum: 500kg	
	b) minimum: 5 kg	
	index of a section of scale: 200 g	
	maximum vessel weight: 600 kg	
	– dimensions (mm): 600 width *800 Length *860 height	

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self-closing door, key lock and magnetic tapes that ensure the sealing

warranty: minimum 36 months

velope I	D: 8B21DEB0-8638-42DC-B5E5-7A23717A8219	
2	Freezer box:	10
	 capacity: min. 500 l - max 700 l working temperature: min18°C electronic temperature control with adjustable thermostat power supply: 20V energy class: A +++ quick freezing automatic defrost warranty: minimum 36 months 	
3	Household refrigerator with freezer:	10
	 capacity: minimum 370 l- max 400 dimensions (width): 60 - 85 cm temperature regime: -2 / + 8°C ventilated refrigeration temperature control: electronic automatic defrost power supply: 220V internal light energy class: A +++ equipped with metal shelves: min. 3 pieces shelf weight: max. 40 kg minimum warranty 36 months 	

Mandatory delivery and warranty requirements:

- 1. Delivery, installation and configuration will be provided by the winning companies, per each Lot Delivery addressed: R. Moldova, Chişinău, Balţi and Cahul
- 2. Submission of certificates of conformity of materials used for manufacturing of equipment: alimentary stainless steel (AISI 304, 430, etc.), accompanied by a declaration of high corrosion resistance of stainless steel
- 3. Warranty terms: according to the specifications indicated for each item
- 4. Technical defects will be removed by the winning company, during the warranty period
- 5. In case of detection of quality mismatch/ non-conformity during the warranty period of the offered equipment (corrosion of stainless steel, AISI 304, 430, etc.), the winning company will examine the causes of corrosion and facilitate the process of removing the deficiency and, if necessary, replace the respective equipment



FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁵

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁶)

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. RfQ 20/ 02065:

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

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price (VAT free), USD	Total Price per Item (VAT free), USD
		Lot 1			
1	Universal professional electric oven	2			
2	Professional electric frying pan	1			
3	Professional electric hob and roller	6			
4	Professional electric thermos	4			
5	Burner	1			
		Lot 2			
1	Washing machine	15			
		Lot 3			
1	Electric boiler	3			
		Lot 4			
1	Electric potato peeler	1			
2	Professional electric meat grinder	1			
3	Electric meat grinder (low capacity)	5			
4	Electric vegetable slicer (low capacity)	5			
		Lot 5			
1	Electric cooking pot (marmite) (250 l)	3			
2	Gas cooking pot (marmite) (400 l)	1			
		Lot 6		·	
1	Scale with electric dial (10-15 kg)	4			
1	Scale with electric dial (100 kg)	2			
2	Scale with electric dial (500 kg)	5			
		Lot 7		·	
1	Thermobox (18-20 l)	120			
2	Thermobox (38-40 l)	150			
		Lot 8			
1	Stainless steel box	5			
2	Stainless steel table with lower shelf	4			
3	Scrap stainless steel table	1			
4	Box (Container) for vegetables	2			
		Lot 9			
1	Refrigerator	10			
2	Freezer box	10			
3	Household refrigerator with freezer	10			
	Total Prices of Goods ⁷				

⁵ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁶ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

⁷ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

DocuSign En	velope ID	: 8B21DEB0-8638-42DC-B5E5-7A23717A8219	
		Add: Cost of Transportation	
		Add: Cost of Insurance	
		Add Other Charges (pls. specify)	
		Total Final and All-Inclusive Price Quotation	

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	
Delivery Lead Time up to 60 calendar days				
Warranty and After-Sales Requirements				
a) Availability of authorized service in Moldova and comprehensiveness of after-sales services				
b) Installation and commissioning of provided equipment				
c) Maximum guaranty of goods provided, goods' replacement or restore in case of defections during the warranty period				
Country/ies Of Origin ⁸ :				
Validity of Quotation 90 days				
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]

⁸ 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.

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

- 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.
- 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.
- 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.

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 <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

- 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.
- 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. 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.

Attached to the RfQ (excel file) for further fulfilment with the detailed (exact) technical specifications for each unit, per each Lot.