



## REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM	DATE: November 18, 2015
	REFERENCE: Pilot Demonstration Project on ODS Waste Management and Disposal in Georgia 00089131

Dear Sir / Madam:

We kindly request you to submit your quotation to define quantity of the Methyl Bromide, regarding the conditions of the containers stored at the following address: Ministry of Agriculture of Georgia, 6, Marshal Gelovani ave, Tbilisi; to transport and store the containers safely, as detailed in Annex 1 (Technical Specifications) of this RFQ. When preparing your quotation, please submit filled in Form for Submitting Quotation as Annex 2.

Quotations may be submitted on or before **November 25, 2015 - 16.00 p.m** and via mail in the stamped and sealed envelope to the following address:

**United Nations Development Programme  
UN House, 9 Eristavi Street, 0179 Tbilisi, Georgia**

**(Box with the tender title "Tender on quantity definition, transportation and storage of Methyl Bromide containers")**

In order to receive further information, please contact Ms. Nestan Khuntsaria at the following e-mail address: [Nestan.Khuntsaria@undp.org](mailto:Nestan.Khuntsaria@undp.org); Mobile: 599 700255.

Site visit will take place on 13 November 2015 at 12:00 am. Pre-bid conference will take place on 13 November 2015 at 15:00 in the UNDP projects office at 15 Paliashvili street, Tbilisi.

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

Exact Address/es of Delivery Location/s (identify all, if multiple)	Ministry of Agriculture of Georgia, 6, Marshal Gelovani ave, Tbilisi
Latest Expected Delivery Date(if	Quantity definition, transportation and storage of Methyl Bromide

delivery time exceeds this, quote may be rejected by UNDP)	containers under given RFQ must be completed no later than 10 days upon signature of the Contract
Delivery Schedule	Required Work should be done within 10 days after signature of the Contract. Work schedule should be provided in Annex 4
Preferred Currency of Quotation	GEL
Value Added Tax on Price Quotation	Must be exclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	<b>November 25, 2015 - 16.00 p.m</b>
All documentations shall be in this language	English
Documents to be submitted	<input type="checkbox"/> Duly Accomplished Form as provided in Annex 2 and in Annex 3; <input type="checkbox"/> Letter from the bank certifying the company turnover for the last year; <input type="checkbox"/> Detail bank requisites; <input type="checkbox"/> A tax payer certificate; <input type="checkbox"/> Reference from the Revenue Service on no debt towards the budget; <input type="checkbox"/> An extract from the Entrepreneurial Register; <input type="checkbox"/> General Information: company name, address. Company shall nominate a contact person for the given bid; <input type="checkbox"/> Company qualification record: list of performed projects during at least last three years; <input type="checkbox"/> Minimum three contracts on hazardous waste implemented during last five years; please provide detailed information on the contract amounts as well as addresses of the sites; <input type="checkbox"/> Permission/license on transportation and storage of hazardous waste issued by Ministry of Environment and Natural Resources Protection ; <input type="checkbox"/> Prove of ownership or lease contract on the warehouse/place where the Methyl Bromide containers should be stored ;
Period of Validity of Quotes starting the Submission Date	90 days
Partial Quotes	Not permitted
Payment Terms	The payments will be made in by bank transfer in accordance with existing UNDP regulations after successful completion of work and submission of respective invoice
Liquidated Damages	The liquidated damages for delay shall be 1% of the price of the Contract per week of delay, up to a maximum of 10% of the Final price of the Contract.
Evaluation Criteria	<input type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <input type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions

UNDP will award to:	One and only one supplier
Type of Contract to be Signed	Contract for Works
Special conditions of Contract /	Cancellation of PO/Contract if the delivery/completion is delayed or is not satisfactory. In order to ensure performance of the contractor during the contract and warranty period
Conditions for Release of Payment	Payment will be made based on written acceptance of works based on full compliance with RFQ requirements. The payments will be made after the acceptance of deliverables by the UNDP through its' Consultant on Methyl Bromide's destruction Possibilities.
Annexes to this RFQ	<input type="checkbox"/> Technical Specifications (Annex 1) <input type="checkbox"/> Form for Submission of Quotation (Annex 2) <input type="checkbox"/> Company Qualification Record (Annex 3) <input type="checkbox"/> Time bound Work Plan (Annex 4) <input type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 5)  Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process
Contact Person for Inquiries/ (Written inquiries only)	<i>Nestan Khuntsaria</i> <i>Programme Associate</i> <a href="mailto:Nestan.Khuntsaria@undp.org">Nestan.Khuntsaria@undp.org</a> 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.

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

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

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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your quotation.

Sincerely yours,



*Nestan Khuntsaria*  
*Programme Associate*

November 18, 2015

### Description of Services

Item #	Description of Services	# of Units
1	Define quantity of the Methyl Bromide in the containers (Big)	20
2	Define quantity of the Methyl Bromide in the containers (Medium)	3
3	Define quantity of the Methyl Bromide in the containers (Small)	3
4	Safe Transportation of Methyl Bromide Containers	26
5	Safe Storage of Methyl Bromide Containers	26

## FORM FOR SUBMITTING SUPPLIER'S QUOTATION

*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>1</sup>)*

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to provide the services in conformity with the specification and requirements of UNDP as per RFQ:

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

Item No.	Description of Services	Quantity (A)	Number of Units (B)	Unit Price (C)	Total Price in GEL per Item Excluding VAT (= (A)*(B)*(C))
1	Define quantity of the Methyl Bromide in the containers (Big)	20	20		
2	Define quantity of the Methyl Bromide in the containers (Medium)	3	3		
3	Define quantity of the Methyl Bromide in the containers (Small)	3	3		
4	Safe Transportation of Methyl Bromide Containers	26	26		
5	Safe Storage of Methyl Bromide Containers	26	26		
<b>Total Prices Quotation</b>					

**Table 2: Offer to Comply with Other Conditions and Related Requirements**

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Validity of Quotation (90 days)			
All Provision of the Special Conditions			
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]*

<sup>1</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

## COMPANY QUALIFICATION RECORD

Work experience - minimum three contracts on hazardous waste implemented during last five 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						
	2012					
1						
2						
	2013					
1						
2						
	2014					
1						
2						
	2015					
1						
2						

Director:

## Time bound Work Plan

Company Name:

Item #	Description of Services	# of Units	# of Days
1	Define quantity of the Methyl Bromide in the containers (Big)	20	
2	Define quantity of the Methyl Bromide in the containers (Medium)	3	
3	Define quantity of the Methyl Bromide in the containers (Small)	3	
4	Safe Transportation of Methyl Bromide Containers	26	
5	Safe Storage of Methyl Bromide Containers	26	

Total number of days relevant to the project \_\_\_\_\_

Date:

Signature:

Seal:



## **General Conditions for Professional Services**

### **1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

### **2. OBLIGATIONS**

The contractor shall neither seek nor accept instructions from any authority external to the United Nations Development Programme in connection with the performance of its services under this Contract. The contractor shall refrain from any action, which may adversely affect the United Nations Development Programme and shall fulfil its commitments with fullest regard for the interest of the United Nations. The contractor shall not advertise or otherwise make public the fact that it is a contractor with the United Nations Development Programme. Also the contractor shall, in no other manner whatsoever use the name, emblem or official seal of the United Nations Development Programme or any abbreviation of the name of the United Nations in connection with its business or otherwise. Contractors may not communicate at any time to any other person, Government or authority external to the United Nations or any information known to them by reason of their association with the United Nations which has not been made public, except in the course of their duties or by authorization of the Secretary-General or his designate; nor shall contractors at any time use such information to private advantage. These obligations do not lapse upon termination of their agreement with the United Nations Development Programme.

### **3. TITLE RIGHTS**

(a) The United Nations shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to or is made in consequence of, the services provided to the Organization by the contractor. At the request of the United Nations, the contractor shall assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law. At the request of the United Nations, the contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law.

(b) Title to any equipment and supplies which may be furnished by the United Nations shall rest with the United Nations and any such equipment shall returned to the United Nations at the conclusion of this Contract or when no longer needed by the contractor. Such equipment when returned to the United Nations, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

### **4. SUB-CONTRACTING**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

### **5. INDEMNIFICATION AND INSURANCE**

The contractor shall indemnify, hold and save harmless and defend, at its own expense, the UN, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind,

including costs and expenses arising out of acts or omissions of the contractor or his employees or sub-contractors in the performance of this Contract. This clause shall extend to claims and liability in the nature of workmen's compensation claims or liability or those arising out of the use of patented inventions or devices.

In compliance with this clause, the contractor shall obtain and maintain adequate liability and property damage insurance in respect of any tort action or tort claim arising out of contractor's acts or omissions related to this Contract. The contractor shall, upon request, provide proof of such insurance.

The Contractor shall not permit any lien, attachment or other encumbrance by any person to remain on file in any public office or on file with the UN against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the contractor.

## **6. TERMINATION**

This Contract may be terminated by either party before the expiry date of the Contract by giving notice in writing to the other party. The period of notice shall be five days in the case of contracts for a total period of less than two months and fourteen days in the case of contracts for a longer period.

In the event of the Contract being terminated prior to its due expiry date in this way, the contractor shall be compensated on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of the United Nations. Additional costs incurred by the United Nations resulting from the termination of the Contract by the contractor may be withheld from any amount otherwise due to the contractor from the United Nations.

## **7. SETTLEMENT OF DISPUTES**

Any controversy or claim arising out of, or in accordance with this Contract or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

## **8. PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## **9. OBSERVANCE OF THE LAW**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

## **10. AUTHORITY TO MODIFY**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.