

REQUEST FOR QUOTATION (RFQ) (Goods)

Supply and Installation of Mobile Waste Transfer Station

Reference: UNDP-TUR-RFQ(MC2)-2019/06

Dear Sir / Madam:

We kindly request you to submit your quotation for "Supply and Installation of Mobile Waste Transfer Station", 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 May 06, 2019; 2:00 pm (GMT +3, Local time-Turkey) and via e-mail or courier mail to the address below:

United Nations Development Programme Turkey Resilience Project in Response to the Syria Crisis Yıldız Kule 16th Floor, Yukari Dikmen Mah. Turan Güneş Blv. No:106 06550, Çankaya/Ankara Turkey

e-mail: tr.procurement@undp.org

Quotations submitted by email must be limited to a maximum of 30 MB, virus-free and no more than three email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

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. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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:	⊠UNDP
Exact Address/es of Delivery Location/s (identify all, if multiple)	488 parcel Uzunbağ Mahallesi, Samandağı, Hatay, Turkey ITRF coordinates of the delivery and assembly site is given at Annex 4.

Latest Expected Delivery and	In 75 calendar days following the date of contract signature, the		
Installation Date (if delivery	mobile transfer station shall be manufactured, delivered and installed		
time exceeds this, quote may	to the delivery place.		
be rejected by UNDP)	The contract duration will last for 105 calendar days, from the date of contract signature until acceptance by UNDP. The contract duration will include delivery and installation period of 75 calendar days, inspection, training and acceptance period of 30 days after delivery and installation.		
Delivery Schedule	Delivery schedule as follows;		
Delivery Schedule	Manufacturing, delivery and installation; 75 calendar days Inspection, training and acceptance period of 30 calendar days		
Currency of Quotation	Turkish Liras (TRY)		
Value Added Tax on Price Quotation	Must be exclusive of VAT and other applicable indirect taxes UN and its subsidiary organs are exempt from all taxes. Therefore, bidders shall prepare their Bids excluding Value Added Tax (VAT). It is the Bidder's responsibility to learn from relevant authorities (Ministry of Finance) and/or to review/confirm published procedures and to consult with a certified financial consultant as needed to confirm the scope and procedures of VAT exemption application as per VAT Law, Ministry of Finance's General Communiqués. The Contractor to be selected shall not be entitled to receive any amount over its Bid price in relation to VAT, Special Consumption Tax and any other applicable		
Doodling for the Cubrician	taxes.		
Deadline for the Submission of Quotation	May 06, 2019; 2:00 pm (GMT +3, Local time-Turkey)		
All documentations, including	Turkish		
catalogs, instructions and			
operating manuals, shall be			
in this language			
Documents to be submitted	☑ Duly Accomplished Form as provided in Annex 2, and in		
	accordance with the list of requirements in Annex 1;		
	☐ Quality Certificates (ISO, etc.);		
	☐ Latest Business Registration Certificate;		
	□ Latest Internal Revenue Certificate / Tax Clearance;		
	 ✓ Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); 		
	☑ Certificate of Exclusive Distributorship in the country (if		
	applicable, and if Supplier is not the manufacturer);		
	☑ 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	☑ 90 days starting from the submission deadline		
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	☑ 100% upon UNDP's acceptance of transfer station		
	Payment will be made only upon UNDP's acceptance of the transfer station. The terms of payment shall be within thirty (30) days, after		

	receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be affected by bank transfer in the currency of the contract.
Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay: 0.5 % Days of delay will be calculated from the completion date of manufacturing, delivery and installation period. In case of any defects detected by UNDP during inspection, the contractor shall remedy these defects until contract end date. For each day of delay from contract end date, delay damages will be imposed as defined. Max. number of days of delay is 20, after which UNDP may terminate the contract.
Evaluation Criteria	☑ Technical responsiveness/Full compliance to requirements and lowest price¹ Comprehensiveness of after-sales services
	 Full acceptance of the Contract General Terms and Conditions Meeting the minimum eligibility and qualification criteria; Vendor is a legally registered entity. Vendor is authorized dealer of the transfer station and/or manufacturer of the transfer station. Minimum one contract of similar value for supply of municipal waste vehicles, machinery or equipment
	implemented over the last three years. (reference period to be taken into account: from May 06, 2016 to May 06, 2019)
UNDP will award to:	☑ One and only one supplier
Type of Contract to be Signed	Contract Face Sheet (Goods and-or Services) http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
Performance Security	The successful supplier will be asked to provide a performance security of 10% of the amount of the contract at the signing of the contract, form available at https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP-POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Gu_arantee%20Form.docx&action=default
	This security must be provided no later than 15 days after the bidder receives the award letter by the UNDP. If the selected bidder fails to provide such a security within this period, the contract will be void and a new contract may be drawn up and sent to the tenderer which has submitted the next cheapest compliant tender.
Conditions for Release of Payment	Inspection upon installation at destination Training on Operation and Maintenance Submission of the following documents to the final beneficiary;

¹ 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.

	 Commercial warranty document of the manufacturer and/or authorized dealer/distributor of manufacturer; Operation and maintenance manuals Authorized service providers list Written Acceptance of Goods based on full compliance with ITB requirements
Annexes to this RFQ	☑ Specifications of the Goods Required (Annex 1)
	☑ Form for Submission of Quotation (Annex 2)
2:	☐ General Terms and Conditions / Special Conditions (Annex 3). Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
	☐ Delivery site IRTF coordinates (Annex 4)
	☐ Delivery site satellite photograph (Annex 5)
Contact Person for Inquiries	Ersin Dagdur, Procurement Officer
(Written inquiries only) ²	Address: Yıldız Kule, Yukarı Dikmen Mah. Turan Güneş Blv. No:106 06550, Çankaya/Ankara/Turkey E-mail address: <u>tr.procurement@undp</u> .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 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.

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² 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.

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/content/undp/en/home/operations/procurement/protestandsanctions/

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,

Øsam€ Yalçı M Assistant Resident

Representative (Operations)

April 22, 2019

Technical Specifications and Other Requirements

Item to be supplied description/	Quantity	Delivery Date			
Mobile Solid Waste Transfer Station	Lump sum	In 75 calendar days following the date of contract signature, the mobile transfer station shall be manufactured, delivered and installed to the delivery place.			

General Requirements;

Within the scope of the contract, the Contractor will undertake manufacturing, delivery and installation and put into operation of mobile waste transfer station. For assembly and installation of transfer station, the contractor will undertake construction of concrete platform designed as per the requirements of the transfer station. All necessary excavation, filling and layering works will be done by the Municipality as per the requirements provided by the contractor. All utility connections to the electricity and water will be undertook by the contractor, the connection points will be ready on the assembly site.

- Waste transfer station must be supplied, installed and put into operation, complete with the
 necessary accessories and/or parts to ensure that the unit is capable of operating to the required
 technical and quality specifications immediately.
- Waste transfer station must be suitable for operation in the climatic conditions in place of delivery.
- Waste transfer station must be delivered with all material and accessories essential for immediate and complete operating.
- Contractor shall perform starting-up of the equipment, furnishing of all required materials such as consumables needed for testing and initial operation of the transfer station.
- The contractor shall install the visibility label on the equipment in accordance with the design
 provided by UNDP and the following requirements; Label shall be designed in accordance with
 the design provided by UNDP without any distortion. Proper material and size compatible with
 specifications of transfer station shall be offered by Contractor and approved by UNDP. Label
 shall be colored, readable, visible and durable.
- All engineering regarding installation and assembly of the transfer station on site, shall be done according to the national rules and regulations and TS/EN standards, CE Norms or equivalent.
- The inputs and tools necessary for smooth operation of the machine and proper fittings and connections for the machinery for smooth and safe operation of all equipment will be provided by the Contractor.

Technical Specifications

reciiii	icai spei	incations				
1.1.	Type; Capac The s	De designed for loading waste into waste semi-trailer from waste trucks by conveyor belt Conveyor belt, single discharge ity; minimum 30 tons of waste/hour Decification of semi-trailer; Length: 6100 mm, Width: 2550 mm, Nominal weight: 7968 kg, tt: 4150 mm				
1.2.	and le	obile waste transfer station with conveyor belt shall compose of a carrier ramp main body egs, a metal conveyor and top cover, a filler shaft, a feeding ramp, a wastewater tank, a ecting spray unit, an operator's cabin, electric and diesel drive motors, hydraulic ment and controls.				
1.3.	Waste	Loading Conveyor				
	1.3.1. The waste loading conveyor shall consist of metal carrier pallets mounted on plate of chains, moving on ramp guides installed on steel section support legs.					
1.3.2. Ramp guides shall be made of material of at least 10mm in thickness and at le						

	1.3.3.	Carrier chains shall conform to DIN 8167 if plate type, or DIN 764 if link type. Carrier chains shall not directly contact the ramp guides; they shall move forward on metal carrier wheels.
	1.3.4.	Metal carrier pallets shall be made of material of at least 4mm in thickness and St 52 quality sheet, to avoid rolling back of waste, certain pallets shall have carrier plates.
	1.3.5.	The conveyor system shall have bottom, top and side covers which shall have section or pressed sheet support. The cover sheet shall be at least 4mm in thickness and St 37
		quality. The top cover on which the waste moves forward may be made of aluminum material as well, and the discharge shaft shall be fully covered except for the feed inlet.
	1.3.6.	The conveyor system shall have maintenance stairs made of metal on the side running from the ground level to the discharge shaft.
	1.3.7.	A spray system at the inlet of the conveyor shall suppress odors and flies.
	1.3.8.	The bottom side cover sheets of the conveyor shall be sealed; the wastewater that drains during waste transfer shall be collected in a tank at the bottom and discharged by natural flow to a manhole. The tank shall have a capacity of at least 1000 litres and be made of metal at least 4mm in thickness and St 37 quality. Where natural flow from the tank to the manhole is not possible, there shall be a wastewater discharge pump.
	1.3.9.	The basic measures except for the feeding ramp shall be at most 17500m in length, at most 8000mm in height; at most 3600mm in width excluding the maintenance stairs; the conveyor width at least 2400mm, and the clearance between the ground and the bottom of the filler shaft at least 4500mm.
1.4.	Drive	System and Hydraulic Gear
	1.4.1.	The conveyor system shall be driven by two hydro motor driven reducers and the conveyor's rate of progress shall be at least 6m/min.
	1.4.2.	The hydraulic required for the hydro motor shall be supplied by a pump which is supplied by an electric motor of minimum 30kW.
	1.4.3.	There shall be a separate diesel-motor-driven power unit where there is no grid power at the installation site or in case of power interruptions. A second hydraulic pump that will provide the same capacity shall be coupled to the power outlet of the diesel motor.
	1.4.4.	The diesel motor may be water- or air-cooled. It shall be capable of supplying power of at least 30kW at the motor rate of revolution set for the hydraulic pump. The set motor rate of revolution shall be above the torque rate of revolution and below the maximum rate of revolution of the motor. The diesel motor shall be placed in a sound insulated cabin.
	1.4.5.	All piping in the hydraulic installation shall conform to DIN 2391C, be seamless, cold-rolled, of St 35.4 quality.
	1.4.6.	The pressure hoses shall be made of nitrile rubber conforming to SAE 100R2, reinforced with double-layer steel wire mesh; suction hoses shall conform to SAE 100R4 and be reinforced with spiral steel wire. Hydraulic hoses shall be wrapped around with a screening protection (spiral winding etc.) against external effects and abrupt hose bursts.
	1.4.7.	All moving connections and carrier chains shall be lumbrical and lubricated.
	1.4.8.	Oil tanks of the hydraulic system shall be full prior to acceptance.
1.5.	Feedi	ng Ramp
	1.5.1.	A steel ramp shall be built at the height of the feeding inlet of the conveyor to enable the garbage trucks to discharge smoothly.
	1.5.2.	The ramp's width shall be at least 2700mm; and wheel stand surfaces of at least 850mm in width shall be formed for right and left wheels. There shall be walkways of at least 600mm in width on both sides of the ramp. The sheets to be used for top covering of the
		ramp shall be embossed or holed to prevent slippage. Further, there shall be wheel

	T	constraints at the and of the same
	1.52	constraints at the end of the ramp.
	1.5.3.	The ramp shall have the strength to stand at least 40 tons in total, and at least 15 tons for the stand surface of each wheel set.
	1.5.4.	Height adjustment below ground level: minimum 120 mm
1.6.	Contro	ol and Staff Cabin
	1.6.1.	For control system and the staff, a polyester cabin shall be provided, reinforced with metal, plastics or fiberglass, having adequate windows to monitor the operation of transfer station. The cabin shall be placed to ensure monitoring of the station by the operator.
	1.6.2.	The cabin's measures shall be approximately 2000x4000mm; one part may be used as the control and living space while another part shall have WC and lavatory system; and a split air-conditioner shall be placed to heat and cool.
	1.6.3.	Internal lighting shall be provided for the cabin's compartments, and there shall be at least 4 pieces of 220 VAC power outlets at various internal surfaces.
1.7.	Electr	ical Installation and Controls
	1.7.1.	The electrical installation shall conform to EN 60204-1; TSEK-certified flex cables shall be used; the complete electrical installation shall be built with cables led through tubes and using appropriate connection brackets to prevent contact with metal surfaces; there shall be fuses and relay boxes; they shall conform to the protection class EN 60529 IP 65.
	1.7.2.	The system shall have 2 cameras mounted inside the top sheet of the filler shaft, a floodlight, and an LCD monitor of at least 12" at the control panel. One of the cameras shall be positioned to capture the view of the filler shaft from the top, allowing the staff to check visually whether the transfer semi-trailer pulling under the filler shaft for filling has actually docked centrally to the filler shaft, and the filling level. The other camera shall be positioned to capture the inside view of the conveyor from the top, allowing the viewing of the progress of waste on the conveyor.
	1.7.3.	There shall be floodlights to illuminate the feeding ramp and filling area at a minimum.
	1.7.4.	The control systems shall be suitable for use with gloves; the diameters of buttons shall be at least 20mm; markings on the controls shall be of easily visible sizes and colors; there shall be an emergency stop button.
	1.7.5.	There shall be easily accessible emergency buttons to stop the operation, placed at four different locations in the system.
1.8.	Painti	ng-Inscriptions and Emblems
	1.8.1.	All parts of the system, including the feeding ramp, in contact with the waste shall be hot dip galvanized.
	1.8.2.	Other sheet and section surfaces that are not galvanized shall be cleaned with necessary chemicals; primed with at least 40μ epoxy, then a final layer of 40μ shall be applied of a color selected by UNDP. The colors selected by UNDP shall be applied on galvanized outer surfaces.
	1.8.3.	The inscriptions and emblems of the municipality shall be placed on the transfer station.
	1.8.4.	The control systems shall be suitable for use with gloves; the diameters of buttons shall be at least 20mm; markings on the controls shall be of easily visible sizes and colors; there shall be an emergency stop button.
	1.8.5.	There shall be easily accessible emergency buttons to stop the operation, placed at four different locations in the system.
1.9.	Instal	lation and Assembly on the Site
	1.9.1.	The contractor will be responsible for all the construction works for the foundation, cable canals, earthing in accordance with the foundation plan provided by the contractor.

1.9.2.	Lavering and compac	ction of the site in line with the foundation plan will be made by the		
1.7.2.	municipality. The contractor shall provide the foundation plan to UNDP in 7 days following the contract signature date.			
1.9.3.	The contractor sha	ll ensure compliancy of foundation works with the applicable gulation of Ministry of Environment and Urbanization.		
1.9.4.	The structural calcula specifications of the	alculations of the concrete platform shall be made in accordance with the		
1.9.5.	The site is approxima	ately 2265 square meter.		
1.9.6.	1	provide all necessary equipment and machinery for installation and ch as crane, electricity generator)		
Testing Requir	ements	UNDP and/or its designated inspection agents will inspect the waste transfer station prior to and upon delivery and installation in order to confirm that the waste transfer station conform to applicable specifications or other requirements of the Contract.		
		 The transfer station shall be subjected to inspection at factory prior to delivery to the site. The contractor shall remedy any incompliancy prior to delivery to the site. Upon assembly and installation of the station, trial operation tests will be conducted on the site; All parts and accessories of the station will be inspected for functionality. The conveyor belts will be tested by running at full speed for one hour. The functionality and capacity of the station will be tested by loading at least one truck of waste. 		
		There shall be at least one authorized person from the contractor who is experienced in the transfer station's operations and functions during the inspection, check and function tests.		
		The contractor shall provide any consumables and equipment required for inspection at his/her own cost.		
		The contractor shall remedy any defects detected during tests in the inspection, training and acceptance period.		
Documents pr acceptance	ovided prior to	Commercial warranty document of the manufacturer and/or authorized dealer/distributor of manufacturer; Operation and maintenance manuals Authorized service providers list		
Scope of Train and Maintena	ning on Operation	The Contractor will provide adequate start-up training for safe and efficient use of waste transfer station (such as basic operating and maintenance instructions etc.). The contractor shall provide minimum 16-hours hands-on training to the 2-3 operators assigned by Municipality.		
Warranty Peri	od	The contractor shall warrant the waste transfer station against any deficiency or any other problem for a period of one year.		
		During warranty period, in any case resulting from deficiency or any other problem of the goods:		
		Response time: Contractor shall troubleshoot within 24 hours (online or via phone). If the problem cannot be solved online or via phone support, Contractor shall be available or act on		

	 site within 3 days. Repair time: Within 30 calendar days from the receipt of the malfunctioning notice. If during 30 calendar days, it is foreseen that the parts cannot be repaired and the malfunction is not fault of the operator, corresponding functional item should be provided until malfunctioning parts is repaired. Only original or approved by the manufacturer(s) spare parts should be used in any repair service Contractor should be authorized by the manufacturer(s) maintenance service center(s) or should have a contract with such service center(s) for the time of the implementation and contractual warranty period. The waste transfer station shall be accompanied by a commercial (manufacturer) warranty for minimum two years beginning from the date of written acceptance of compactor by UNDP.
After-sale services Requirements	After Sales services is not in the scope of this contract. However, the contractor must demonstrate that after sales support services and spare parts will be available for 10 years period.
Condition for issuance of "Certificate of satisfactory performance" and release of "Performance Security"	Contractor's full completion of services including the obligations in the warranty period of one year following written acceptance of goods.
All documentations, including catalogues, instructions and operating manuals, shall be in this language	Turkish

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION³

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

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

Description/Specification of Goods	Quantity	Unit Price (TRY)	Total Price per Item (TRY)
Mobile Solid Waste Transfer Station as per the Annex 1 Technical Specifications and Other Requirements	Lump sum		
Total Final and All-Inclusive Price Quota	tion		

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	
All provisions of Annex 1 Technical				
Specifications and Other Requirements				
Delivery Lead Time				
Warranty and After-Sales Requirements				
a) Training on Operations and Maintenance				
b) Minimum one (1) year contractual warranty on both parts and labor				
c) Two years commercial (manufacturer) warranty on both parts and labor				
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.

Following documents are submitted with our quotation;

³ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁴ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

- ☑ Quality Certificates (ISO, etc.);
- ☑ Latest Business Registration Certificate;
- ☑ Latest Internal Revenue Certificate / Tax Clearance;
- ☑ Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer);
- ☑ Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer);
- ☑ Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;
- ☑ Proof documents for the claimed experience to meet the evaluation criteria (e.g. work completion certificates/certificate of satisfactory performance/ invoices supported by a contract)
- ☑ Signed copy of Annex 1 Technical Specifications and Other Requirements

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

Legal name of the firm	
Legal address	
Supplier's Authorized Person	Name and Title: Telephone numbers: Email:
Contact person that UNDP may contact for requests for clarifications during evaluation	Name and Title: Telephone numbers: Email:

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

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

2. PAYMENT

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

3. TAX EXEMPTION

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

4. RISK OF LOSS

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

5. EXPORT LICENCES

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

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

- 7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
- 7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

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

- 16.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.
- 16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

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

18. SEXUAL EXPLOITATION:

- 18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

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

20. AUTHORITY TO MODIFY:

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