



**REQUEST FOR QUOTATION (RFQ)  
(Goods)**

United Nations Development Programme 3, UN 50 <sup>th</sup> Anniversary str, Baku, Azerbaijan	DATE: 17 October, 2018
	REFERENCE: RFQ 18/VETGANJA training board equipment.

Dear Sir / Madam:

We kindly request you to submit your quotation to purchase the equipment listed below for the **“Support to the establishment of Regional Industrial VET Competence Centre in Ganja”** project as detailed in Annex 1 of this RFQ.

Proposals/quotations may be submitted on or before **29<sup>th</sup> of October, 2018, 18.00** and via email to address below:

**To: Vendor Azerbaijan [procurement.aze@undp.org](mailto:procurement.aze@undp.org)**

Quotations submitted by email must be limited to a maximum of 20 MB, virus free and no more than three email transmissions. They must be free from any virus and 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.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

Delivery Terms	Delivery address: <input checked="" type="checkbox"/> DAP
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> UNDP

Exact Address/es of Delivery Location/s (Identify all, if multiple)	Azerbaijan, Ganja city, Industry and Technological Vocational Education Center, Ganja, 3 <sup>rd</sup> microrayon
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	✓ <b>35 days from the issuance of the Purchase Order (PO)</b>
Delivery Schedule	✓ Not Required
Preferred Currency of Quotation	✓ United States Dollars
Value Added Tax on Price Quotation	✓ Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	✓ Warranty on Parts and Labor for minimum period identified in the Standard Manufacturer warranty rules
Deadline for the Submission of Quotation	By COB <i>October 29, 2018, 18:00 Baku, Azerbaijan local time</i>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	✓ English
Documents to be submitted	<ul style="list-style-type: none"> <li>✓ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;</li> <li>✓ Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;</li> <li>✓ <i>Latest Business Registration Certificate;</i></li> <li>✓ <i>At least 3 years of experience in similar services</i></li> <li>✓ <i>Tax registration certificate</i></li> <li>✓ Photos of the products offered</li> <li>✓ List and contacts of at least 3 previous clients with highest value contracts</li> <li>✓ Company profile <i>describing the services, partners and products, main contractors</i></li> <li>✓ Quality certificates of proposed goods</li> <li>✓ Certificate of origin</li> <li>✓ Technical specification of proposed goods</li> <li>✓ Manual with instructions, installation guides</li> <li>✓ Exclusive of VAT</li> <li>✓ Minimum 3 years of warranty for the manufacturer's/factory defects (hourly, daily and etc)</li> </ul>
Period of Validity of Quotes starting the Submission Date	<ul style="list-style-type: none"> <li>✓ 90 days</li> </ul> <p>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</p>

	in writing, without any modification whatsoever on the Quotation.
Partial Quotes	✓ not permitted
Payment Terms	<ul style="list-style-type: none"> <li>✓ 15% upon signing of the PO</li> <li>✓ 75 % upon complete delivery of goods</li> <li>✓ 10% upon installation and providing of trainings for the goods delivered</li> </ul>
Liquidated Damages	<i>0.5% of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated</i>
Evaluation Criteria <i>[check as many as applicable]</i>	<ul style="list-style-type: none"> <li>✓ Technical responsiveness/Full compliance to requirements and lowest price</li> <li>✓ Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criteria and cannot be deleted regardless of the nature of services required]</i></li> </ul>
UNDP will award to:	✓ Only and only one supplier
Type of Contract to be Signed	✓ Purchase Order
Special conditions of Contract	✓ Cancellation of PO/Contract if the delivery/completion is delayed by <i>[30 calendar days]</i>
Conditions for Release of Payment	✓ Written Acceptance of Goods based on full compliance with RFQ requirements
Annexes to this RFQ <sup>1</sup>	<ul style="list-style-type: none"> <li>✓ Specifications of the Goods Required (Annex 1)</li> <li>✓ Form for Submission of Quotation (Annex 2)</li> <li>✓ General Terms and Conditions / Special Conditions (Annex 3).</li> </ul> <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</p>
Contact Person for Inquiries (Written inquiries only) <sup>2</sup>	<p>Mr. Eltekin Omarov, Project Manager, UNDP</p> <p><a href="mailto:Procurement.aze@undp.org">Procurement.aze@undp.org</a></p> <p>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.</p>

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.

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,

  
Subhan Ahmadov  
UNDP, OM  
17.10.2018

## Annex 1

### Context of the procurement action

#### “Support to the establishment of Regional Industrial VET Competence Centre in Ganja”

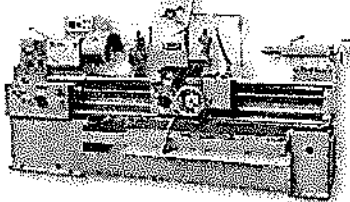
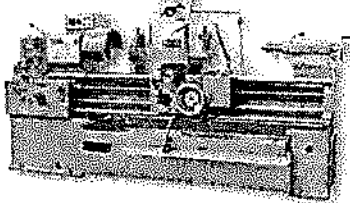
The specific objective of this action is to improve quality of education to increase attractiveness of VET in Ganja city and neighboring regions, as well as to adjust vocational education to the requirements of the industry. This specific objective will be achieved through strengthening the operational capacities of the Ganja State Vocational Education Centre on Industry and Technology to convert it to a modern Regional VET Competence Centre meeting labor needs of the industry.

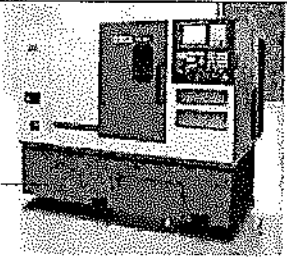
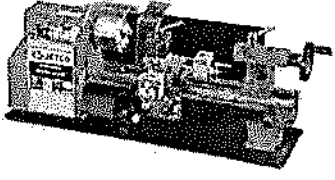


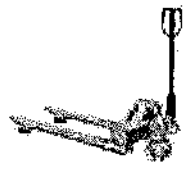
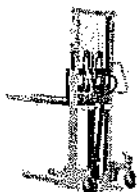
Projects intend to purchase equipment for occupations based on the developed curriculums for industry and manufacturing sectors in the VET schools in Ganja.

The project will provide space for installation of the equipment to be delivered within the assignments.

### Technical Specifications

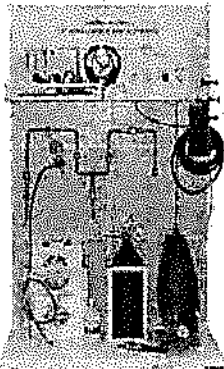

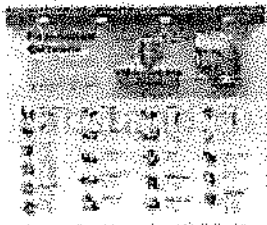
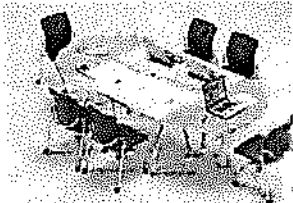

#### Equipment list for Lathe (Turning) Machine room

NN	Item	Quantity ea	Technical specifications
1		1	<b>Lathe Machine</b> Distance between centers mm 1500 Max. swing over bed mm 500 Max. swing over cross slide mm 300 Max. swing in bed gap mm 710 Counter width mm 405
2		1	<b>Lathe Machine</b> Distance between centers mm 1500 Max. swing over bed mm 500 Max. swing over cross slide mm 300 Max. swing in bed gap mm 710 Counter width mm 405
3		1	<b>CNC Turning machine</b> Swing over bed 490 mm Max. turning length-240 mm Max. turning diameter-170 mm Max. Spindle speed 6000 rpm Number of tools- 6 angle X/Z axis travel-420/250

			
4		2	<b>Table Lathe Machine</b> Diameter above the counter mm 210 Distance between points mm 410 Spindle hole diameter mm 20 Operating voltage, V 230; Measured (B x G x Y)mm- 1000 x 550 x 400;
5		1	<b>Toolkit Cabinet</b> Width-1000 mm, Shelf System-Adaptable, Depth-450 mm, Shelf Bearing Capacity-80kg, Height-2000 mm, Lock System-Espagnolette locking system
6		1	<b>Tool Car</b> Width-1000 mm, Drawing Transportation System<35 kg, Depth-500 mm, Drawer Rail System-Ratchet / Telescopic, Height-1830 mm, Lock System-Central Locking, Shelf System-Adaptable
7		1	<b>Transpalet -Hand pallet truck</b> Pallet Capacity- 2500 kg, Min./ max. fork height- 50/200 mm, Steering wheel- 20x50mm, Size of tork-160x50 mm
8		1	<b>Hand Stacker</b> Capacity Q kg:1000, Min.fork height h mm- 85, Max.fork height h1 mm- 1600, Min.mast height h1 mm 1980 Length of fork mm- 900/1150


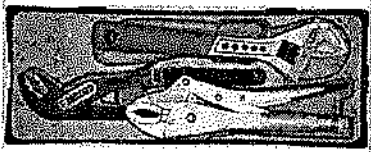





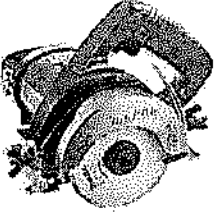
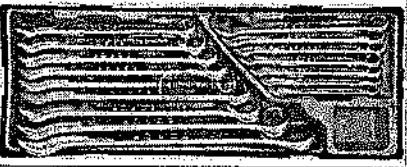

**Equipment list for Repairman-fitter room**

NN	Item description	Quantity	Specifications
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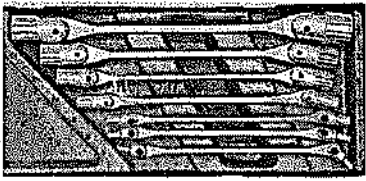
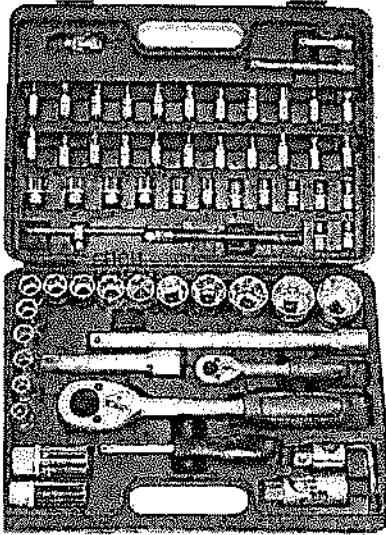

		<b>ea</b>	
1		5	<b>PRESSURE TESTING AND LEAK DETECTION TRAINER</b> The stand is designed to install on it a set of equipment for crimping and finding leaks. The kit is designed for crimping the assembled pipe loop and checking its tightness; airtightness and leak detection are carried out with an ultrasonic leak detector. The kit includes: a cylinder for nitrogen; a pressure reducing valve; ultrasonic leak detector.
2		1	<b>Virtual training software kit "Finishing works"</b> The software (with the help of animated 3D models) makes it possible to visually explore construction materials and methods of their use in installation the floor, wall partitions and the ceiling, and to provide an opportunity to observe the technological process step by step.
3		3	<b>Stand "Pipe systems and their connections"</b> Designed to study the design, installation technology and applications of various types of pipes and their connections: a set of wall plates, on which natural samples are fixed, as well as textual information on them.
4		1	<b>Table and chairs set</b> Crafted from solid hardwood, the 215cm table features a strong, smooth table top with a lacquered finish and 6 chairs.
5		1	<b>Sofa Set</b> 1 sofa and 2 chairs made of high quality imitation linen and raw cotton, soft and breathable, ergonomic backrest, support your back and waist very well, adopt high quality solid wood sofa legs, sturdy and has a strong bearing capacity, comfortable and reliable.

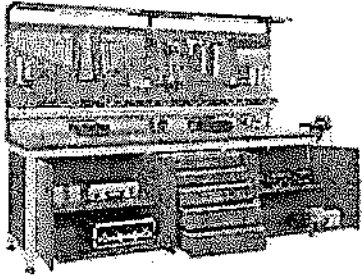
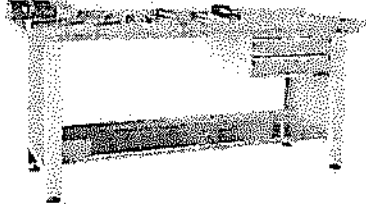
#### Tools list for Repairman-fitter room

NN	Item description	Quantity ea	Specifications
1		5	Super heavy duty hacksaw

			
2		5	Combination plier set 3pc Content: Adjustable wrench 10" Waterpump pliers 10" Locking pliers
3		5	<b>Ball peen hammer</b>
4		5	Nylon dead blow hammer
5		5	<b>Telescopic tubing cutter</b>
6		5	Circle Cutter with 6 Steel Wheels
7		5	<b>Insulated waterpump pliers 10"</b>
8		5	<b>Masonry Saw</b> Special cover design prevents water from entering into motor housing Cuts up to 1-5/8" at 90° and 1" at 45° Ground fault circuit interrupter (GFCI) plug Lock-on button for continuous operation Includes 15 ft. of tubing, water pressure regulator and water valve Adjustable depth of cut
9		5	<b>Combination wrench set 16pc</b>
10		5	Angle grinder Rated power input 2,400 W No-load speed 6500 rpm Grinding spindle thread M 14 Main handle Straight Disc diam 230 mm



11		5	<p>Mini pneumatic screwdriver  3/8 "Drive unit – 3/8, Idling (rpm) – 12500  Torque range (N / m) – 120-351  Max. torque (N / m) – 400  Air pressure (bar) – 6.2; Inlet size – 1/4 "  Air consumption (l / min) – 226</p>
12		5	<p><b>Combination pliers set</b>  Long nose pliers 8"  Combination pliers 7"  Diagonal pliers 7"  Slip joint pliers 8"</p>
13		5	<p><b>Hinged socket wrench Set</b>  Hinged socket wrench E4xE5, HSW E6xE7  HSW E8xE10, HSW E11xE12, HSW E14xE16  hinged socket wrench E18xE20  hinged socket wrench E22xE24</p>
14		5	<p>Headset and harness set 1/4" и 1/2"  Nozzle 1/4 "splined – 4,5,5,7mm.  Nozzle 1/4 "6-faced – 3,4,5,6,7,8mm.  Nozzle 1/4 "cross – PH.1, PH.2, PH.3.  Nozzle 1/4 "Pozidriv – PZ.1, PZ.2, PZ.3.  Nozzle 1/4 "torx – T8, T10, T15, T20, T25, T27,  T30. Rattle ratchet 1/4 "24-tooth 155mm.  Extension piece 1/4 "50mm, 100mm. 1/4  "1/4" T-Shaft with movable handle 115mm.  Extension flexible 1/4 "145mm. Screwdriver –  1/4 "150mm wrenches. The key is 6-faced –  1.27,1.5,2,2.5mm. The head of the end 1/2  "12-faceted – 10,11,12,13,14,15,16,  17,18,19,22, 24,27,30,32mm.  Rattle 1/2 "24-tooth 270mm.  Extension piece 1/2 "125mm, 250mm.  The head is candle 16mm, 20.6mm.</p>
15		5	<p><b>Tubing Cutter</b>  O.D. 3~35mm tubing cutter</p>

16		1	<b>Tools Shelf</b> Shelf Width-2760 mm, Shelf System-Sliding, Depth-720 mm, Shelf Bearing Capacity <90 kg Workbench height-920 mm lock System-Central Locking, Board Height- 1080 mm, Workbench Floor-Adaptable
17		1	Dismountable Work-bench Width- 2000 mm, Lower Table-18 mm, Depth- 700 mm, Shelf Bearing Capacity<150 kg, Workbench height- 920 mm, Lock System- Optional, Workbench Floor- Adaptable

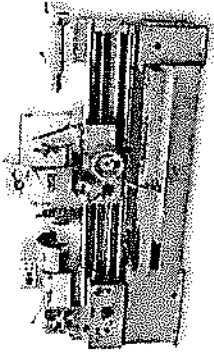
Annex 2

**FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>3</sup>**  
*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>4</sup>)*

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 dated from 15 of October, 2018, REFERENCE: RFQ 18/VETGANJA2pack

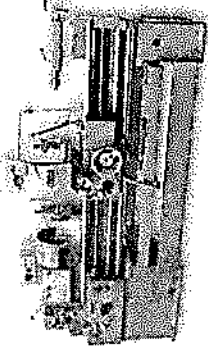

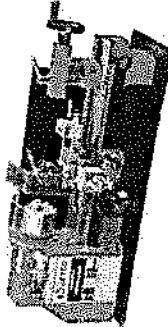
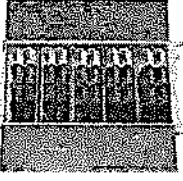
**TABLE 1 : Offer to Supply Goods Compliant with Technical Specifications and Requirements**

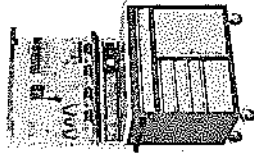
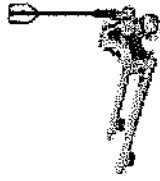

**Equipment list for Lathe (Turning) Machine room**

NN	item	Quantity ea	Technical specifications	Latest delivery date	Price per unit	Total price per item
1		1	<b>Lathe Machine</b> Distance between centers mm 1500 Max. swing over bed mm 500 Max. swing over cross slide mm 300 Max. swing in bed gap mm 710 Counter width mm 405			
2		1	<b>Lathe Machine</b> Distance between centers min 1500 Max. swing over bed mm 500 Max. swing over cross slide mm 300			

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

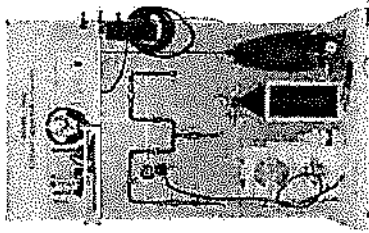

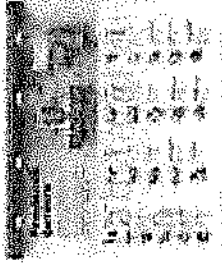
<sup>4</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes



3			<p>Max. swing in bed gap mm 710 Counter width mm 405</p>			
4		1	<p><b>CNC Turning machine</b> Swing over bed 490 mm Max. turning length-240 mm Max. turning diameter-170 mm Max. Spindle speed 6000 rpm Number of tools- 6 angle X/Z axis travel-420/250</p>			
5		2	<p><b>Table Lathe Machine</b> Diameter above the counter mm 210 Distance between points mm 410 Spindle hole diameter mm 20 Operating voltage, V 230; Measured (B x G x Y)mm- 1000 x 550 x 400;</p>			
5		1	<p><b>Toolkit Cabinet</b> Width-1000 mm, Shelf System- Adaptable, Depth-450 mm, Shelf Bearing Capacity-80kg, Height-2000 mm, Lock System-Espagnolette locking system</p>			

6		1	<b>Tool Car</b> Width-1000 mm, Drawing Transportation System<35 kg, Depth-500 mm, Drawer Rail System-Ratchet / Telescopic, Height-1830 mm, Lock System-Central Locking, Shelf System-Adaptable			
7		1	<b>Transpalet -Hand pallet truck</b> Pallet Capacity- 2500 kg, Min./ max. fork height- 50/200 mm, Steering wheel- 20x50mm, Size of fork-160x50 mm			
8		1	<b>Hand Stacker</b> Capacity Q kg 1000, Min. fork height h mm-85, Max. fork height h1 mm-1600, Min. mast height h1 mm 1980 Length of fork mm- 900/1150			


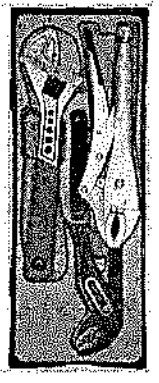

Equipment list for Repairman-fitter room



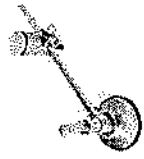

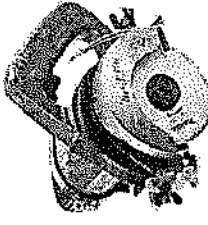
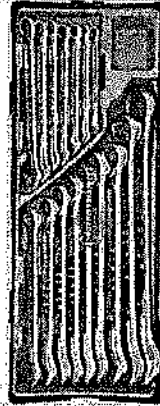
NN	Item	Quantity ea	Technical specifications	Latest delivery date	Price per unit	Total price per item
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1		5	<p><b>PRESSURE TESTING AND LEAK DETECTION TRAINER</b>  The stand is designed to install on it a set of equipment for crimping and finding leaks. The kit is designed for crimping the assembled pipe loop and checking its tightness; airtightness and leak detection are carried out with an ultrasonic leak detector. The kit includes: a cylinder for nitrogen; a pressure reducing valve; ultrasonic leak detector.</p>			
2		1	<p>Virtual training software kit "Finishing works"  The software (with the help of animated 3D models) makes it possible to visually explore construction materials and methods of their use in installation the floor, wall partitions and the ceiling, and to provide an opportunity to observe the technological process step by step.</p>			
3		3	<p>Stand "Pipe systems and their connections"  Designed to study the design, installation technology and applications of various types of pipes and their connections: a set of wall plates, on which natural samples are fixed, as well as textual information on them.</p>			
4		1	<p>Table and chairs set  Crafted from solid hardwood, the</p>			


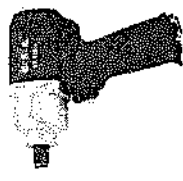

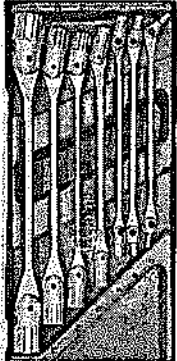
			<p>215cm table features a strong, smooth table top with a lacquered finish and 6 chairs.</p>			
5		1	<p><b>Sofa Set</b> 1 sofa an 2 chairs made of high quality imitation linen and raw cotton, soft and breathable, ergonomic backrest, support your back and waist very well, adopt high quality solid wood sofa legs, sturdy and has a strong bearing capacity, comfortable and reliable.</p>			

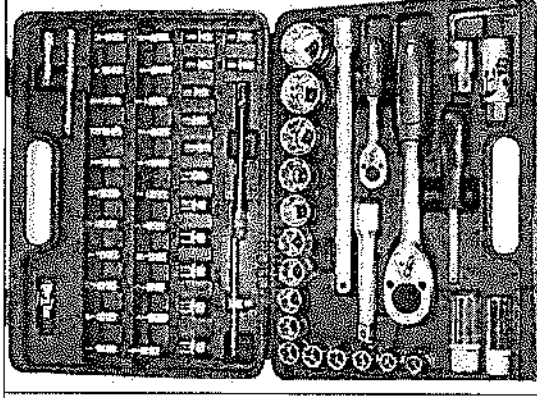

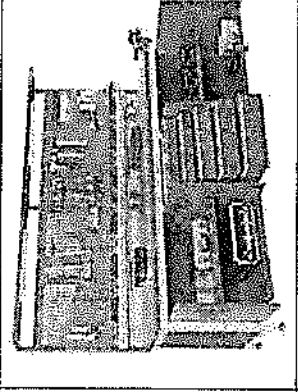
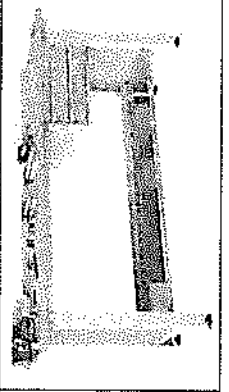
**Tools list for Repairman-fitter room**

NN	Item	Quantity	Technical specifications	Latest delivery date	Price per unit	Total price per item
1		5	Super heavy duty hacksaw			
2		5	Combination plier set 3pc Content: Adjustable wrench 10" Waterpump pliers 10" Locking pliers			
3		5	Ball peen hammer			

4		5	Nylon dead blow hammer			
5		5	Telescopic tubing cutter			
6		5	Circle Cutter with 6 Steel Wheels			
7		5	Insulated waterpump pliers 10"			
8		5	<b>Masonry Saw</b> Special cover prevents water from entering into motor housing Cuts up to 1-5/8" at 90° and 1" at 45° Ground fault circuit interrupter (GFCI) plug Lock-on button for continuous operation Includes 15 ft. of tubing, water pressure regulator and water valve Adjustable depth of cut			
9		5	Combination wrench set 16pc			
10		5	Angle grinder			



			<p>Rated power input 2,400 W  No-load speed 6500 rpm  Grinding spindle thread M 14  Main handle Straight Disc diam 230 mm</p>			
11		5	<p>Mini pneumatic screwdriver  3/8" Drive unit – 3/8", Idling (rpm) – 12500  Torque range (N / m) – 120-351  Max. torque (N / m) – 400  Air pressure (bar) – 6.2; Inlet size – 1/4"</p>			
12		5	<p>Combination pliers set  Long nose pliers 8"  Combination pliers 7"  Diagonal pliers 7"  Slip joint pliers 8"</p>			
13		5	<p>Hinged socket wrench Set  Hinged socket wrench E4xE5, HSW E6xE7  HSW E8xE10, HSW E11xE12, HSW E14xE16  hinged socket wrench E18xE20  hinged socket wrench E22xE24</p>			
14		5	<p>Headset and harness set 1/4" и 1/2"  Nozzle 1/4" splined – 4, 5, 5, 7 mm.  Nozzle 1/4" 6-faced – 3, 4, 5, 6, 7, 8 mm.  Nozzle 1/4" cross – PH.1, PH.2, PH.3.  Nozzle 1/4" Pozidriv – PZ.1, PZ.2, PZ.3.  Nozzle 1/4" torx – T8, T10, T15, T20, T25, T27, T30. Rattle ratchet 1/4" 24-tooth 155 mm. Extension piece 1/4"</p>			

			<p>"50mm, 100mm, 1/4 "1/4" T-Shaft with movable handle 115mm.          Extension flexible 1/4 "145mm.          Screwdriver – 1/4 "150mm wrenches.          The key is 6-faced – 1.27,1.5,2,2.5mm.          The head of the end 1/2 "12-faceted – 10,11,12,13,14,15,16, 17,18,19,22, 24,27,30,32mm.          Rattle 1/2 "24-tooth 270mm.          Extension piece 1/2 "125mm, 250mm.          The head is candle: 16mm, 20.6mm.</p>			
15		5	<p><b>Tubing Cutter</b>          O.D. 3~35mm tubing cutter</p>			
16		1	<p><b>Tools Shelf</b>          Shelf Width-2760 mm, Shelf System- Sliding, Depth-720 mm,          Shelf Bearing Capacity &lt;90 kg          Workbench height-920 mm          Lock System-Central Locking,          Board Height- 1080 mm,          Workbench Floor-Adaptable</p>			
17		1	<p><b>Dismountable Work-bench</b>          Width- 2000 mm, Lower Table-18 mm,          Depth-700 mm, Shelf Bearing          Capacity&lt;150 kg, Workbench height-          920 mm, Lock System-Optional,          Workbench Floor- Adaptable</p>			

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**Payment terms:**

- 15% upon signing of the PO
- 75 % upon complete delivery of goods
- 10% upon installation and providing of trainings for the goods delivered

Date: \_\_\_\_\_ Name of the authorized person: \_\_\_\_\_  
Signature: \_\_\_\_\_ Stamp of the company \_\_\_\_\_

<sup>5</sup> All expenses for training participants will be covered by the project, including food, coffee breaks, accommodations, transportation and etc. except expenses of the representatives of the bidder. Participants will be presenting several schools from Ganja and surrounding regions such as Mingechar, Dashkesen, Gadabay, Goy Gol.

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

Other Information pertaining to our Quotation as follows :	Your Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Delivery Lead Time			
✓ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;			
✓ Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;			
✓ A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users;			
✓ Latest Business Registration Certificate;			
✓ At least 3 years of experience in similar services			
✓ Tax registration certificate			
✓ Photos of the products offered			
✓ List and contacts of at least 3 previous clients with highest value contracts			
✓ Company profile describing the services, partners and products, main contractors			
✓ Quality certificates of proposed goods			
✓ Certificate of origin			
✓ Technical specification of proposed goods			
✓ Manual with instructions, installation guides			
✓ Exclusive of VAT			
✓ Minimum 3 years of warranty for the manufacturer's/factory defects (hourly, daily and etc)			
Other requirements [pls. specify]			

Date: \_\_\_\_\_ Name of the authorized person: \_\_\_\_\_

Signature: \_\_\_\_\_ Stamp of the company \_\_\_\_\_

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

## 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.

## **9. RIGHTS OF UNDP**

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

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 Force Majeure), if reasonably so requested by UNDP.

**11. ASSIGNMENT AND INSOLVENCY**

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

**12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM**

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

**13. PROHIBITION ON ADVERTISING**

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

**14. CHILD LABOUR**

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

**15. MINES**

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

## **16. SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement.** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

**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.