

Date: 10 February 2017

From: **UNICEF Moldova**

To: Potential Supplier

Pages: 7

Subject: **REQUEST FOR QUOTATION LRFQ-DSU-2017-9130093****Air conditioners for office use**

**UNITED NATION CHILDREN'S FUND (UNICEF)** wishes to invite you to submit a quotation for air conditioners (ACs) for office use, as per technical specifications provided in the Table 1 below.

The quotation form (Annex I) must be used when replying to this request for quotation.

Any request for information regarding this RFQ must be forwarded by e-mail at [chisinau@unicef.org](mailto:chisinau@unicef.org), with specific reference to the LRFQ-DSU-2017-9130093.

Table 1. Description of goods

Air Conditioner		Quantity
Type	Wall mounted, split air conditioning system, inverter	
Reverse Cycle System (Heating & Cooling)	Yes	
Other features	Moisture Removal, Ventilation, Auto	
Cooling Capacity (BTU/h)	9000 Btu/h	15
	12000 Btu/h	2
Permissible Range of	Cooling min. +10 to +40	
Outdoor Temp, °C	Heating min. -10 to + 20	
Indoor/Outdoor Sound Level, dB	Max. 38/50	

Eco-friendly refrigerant	R410A	
Energy saving Rank	Min. A	
Energy Efficiency Ratio (EER)	min 3.5	
Input Power	220-240V, 50Hz	
installation and adjustment services	included, standard connection kit (4 meters)	
Warranty	Min. 36 months.	

Please note the following requirements to be taken into account when preparing the submission:

1. Delivery terms (INCOTERMS 2010): DDP
2. Customs clearance, if needed, provided by: supplier
3. Exact address of delivery and installation: 131, 31 August str, MD-2012, Chisinau, Moldova
4. Latest expected delivery date (*if delivery time exceeds this, quote may be rejected*): 30 calendar days from the issuance of the Purchase Order (PO)
5. Currency of quotation: MDL, VAT exclusive
6. After sales service requested: Instruction on operation and maintenance for beneficiaries (Languages: EN, RO/RU); Warranty for minimum period of 3 years; 3 years Technical Support;
7. Period of validity of quotes starting the submission deadline date: 60 days
8. Partial quotes: Not allowed
9. Payment terms: 100% upon complete and satisfactory delivery of goods
10. We request your price quotation and additional details as outlined, on or before close of business 20 February 2017.
11. UNICEF's General Terms and Conditions (Annex II) will apply to any potential purchase order resulting from this Request for Quotation.

#### Submission of offers :

Offers can be submitted either in hard copy or electronically.

Offers shall include filled, signed and stamped Quotation Form (Annex I)

Envelope containing the offer shall be marked with "UNICEF Moldova LRFQ-DSU-2017-9130093"

Offers shall reach UNICEF Moldova not later than **20 February 2017, 17:00**

- a) Documents/offers in hard copy need to be addressed to:

UNICEF Moldova, 131, 13 August 1989 Street, MD-2012 Chisinau, and clearly marked with RFQ reference number: LRFQ-DSU-2017-9130093

- b) Offers sent electronically need to be addressed to the e-mail address [chisinau@unicef.org](mailto:chisinau@unicef.org)

**Documents to be included in the submission:**

- Duly filled Quotation Form, as provided in Annex I, and in accordance with the Description of Goods requirements;
- Company profile (short info up to 1 page);
- Copy of Company's Registration Certificate;
- Detailed technical description of the offered goods;
- Statement or certificate of origin for the offered equipment;
- Quality document for the offered equipment (quality certificate/conformity certificate/ mark CE/other credentials)
- Name and address of authorized service in Moldova (If the bidder doesn't offer technical service for the equipment, a formal letter for confirming technical service availability for offered equipment should be issued by an authorized Service Centre, and countersigned by the bidder);
- Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.

**Evaluation Criteria**

The submissions will be evaluated for compliancy against the criteria provided below. All criteria have to be respected for the offer to be accepted as compliant.

- Technical responsiveness: All required documents were included in the offer; full compliance of the offered goods with technical requirements provided in Table 1, Description of goods;
- Minimum 3 years of experience in the field demonstrated by the company;
- Availability of certification and quality documents for the offered equipment;
- Availability of own authorized service in Moldova and comprehensiveness of after-sales services for offered equipment. If the bidder doesn't offer technical service for the equipment, a formal letter for confirming technical service availability for offered equipment should be issued by an authorized Service Centre, and countersigned by the bidder.
- Full acceptance of the UNICEF General Contract Terms and Conditions (Annex II); Non-acceptance by the bidders of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from the procurement process.

- The bidder undertakes to deliver and install the equipment during a maximum of 30 working days after the contract is signed.

The contract will be awarded to the bidder which will submit the lowest-priced fully compliant offer.

## QUOTATION FORM

**THIS PAGE/Quotation FORM must** be completed, signed and returned to UNICEF.

Quotation must be made in accordance with the instructions contained in this Request for Quotation.

Fill in the blank lines in the lot description sheets below.

Insert N/A against the lot name for the lots you do NOT intend to send the quotation.

### TERMS AND CONDITIONS OF CONTRACT

UNICEF's General Terms and Conditions will apply to any resulting Purchase Order. Any Contract or Purchase Order resulting from this INVITATION shall contain UNICEF General Terms and Conditions and any other Specific Terms and Conditions detailed in this RFQ.

### INFORMATION

Any request for information regarding this RFQ must be forwarded by e-mail ([chisinau@unicef.org](mailto:chisinau@unicef.org)) to the attention of the person who prepared this document, with specific reference to the RFQ.

The Undersigned, having read the Terms and Conditions of **LRFQ-DSU-2017-9130093**, set out in the attached document, hereby offers to supply the goods specified in the Table 1 (Description of Goods) at the price or prices quoted below, in accordance with specifications stated and subject to the Terms and Conditions set out or specified in the document.

Description of goods	Quantity	Unit price	Total price per item	Compliance with requirement to deliver and install the goods within 30 days from contract signature (YES/NO)
Air Conditioner 9000 BTU/h	15			
Air Conditioner 12000 BTU/h	2			
Cost of installation	17			
Other charges (pls specify)				
Total final price (MDL,VAT exclusive)				

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Validity of Offer: \_\_\_\_\_

Currency of Offer: \_\_\_\_\_

Please indicate after having read UNICEF Payment Terms which of the following Payment Terms are offered by you, if any:

10 Days, 3.0% \_\_\_\_\_ 15 Day, 2.5% \_\_\_\_\_ 20 Days, 2.0% \_\_\_\_\_ 30 Days, Net \_\_\_\_\_

Other Trade Discounts: \_\_\_\_\_

## Annex II

### "UNICEF GENERAL TERMS AND CONDITIONS"

#### A. ACKNOWLEDGEMENT COPY

Acceptance of a Purchase Order shall form a binding contract with the Supplier signing and returning the acknowledgement copy or by the timely delivery of the goods specified.

#### B. DELIVERY DATE

Delivery Date to be understood as the time the goods have to be available at the location indicated under Delivery Terms (INCOTERMS).

#### C. PAYMENT TERMS

1. UNICEF shall, on fulfilment of the Delivery Terms, unless otherwise specified in the Purchase Order or Contract, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the customary shipping documents specified in the contract.
2. Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.
3. Unless authorized by UNICEF, a separate invoice must be submitted in respect of each Purchase Order or Contract. Each invoice shall indicate the identification number of the corresponding Purchase Order or Contract.
4. The prices shown in the Purchase Order or Contract may not be increased except by express written agreement of UNICEF.
5. Inspection prior to shipment does not relieve the Supplier from his contractual obligations.
6. UNICEF shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to the Purchase Order or Contract; payment for goods pursuant to the Purchase Order or Contract shall not be deemed an acceptance of the goods.

#### D. TAX EXEMPTION

1. Section 7 of the Convention of the Privileges and Immunities of the United Nations provides inter-alia that the UN, including its subsidiary organs, is exempt from all direct taxes 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 UNICEF's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNICEF to determine a mutually acceptable procedure.
2. Accordingly, the Supplier authorizes UNICEF to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNICEF before the payment thereof and UNICEF has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### E. EXPORT LICENCES

If an export licence or licences are required for the goods, the Supplier shall obtain the licence or licences.

#### F. RISK OF LOSS

Risk of loss, injury or destruction to the goods shall be borne by the Supplier until physical delivery of the goods has been completed in accordance with the Purchase Order or Contract.

#### G. FITNESS OF GOODS/PACKING

The Supplier warrants that the goods, including adequate packing, conform to the specifications and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNICEF, 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.

#### H. WARRANTY CLAUSE

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

#### I. RIGHTS OF UNICEF

In case of failure by the Supplier to perform under the terms and conditions of the Purchase Order or Contract, 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, UNICEF 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:

1. Procure all or part of the goods from other sources, in which event UNICEF may hold the Supplier responsible for any excess cost occasioned thereby.
2. Refuse to accept delivery of all or part of the goods.
3. Terminate the Purchase Order or Contract.

#### J. ASSIGNMENT AND INSOLVENCY

1. The Supplier shall not, except after obtaining the written consent of UNICEF assign, transfer, pledge or make other disposition of the Purchase Order or Contract, or any part thereof, or any of the Supplier's rights or obligations under the Purchase Order or Contract.
2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNICEF may without prejudice to any other rights or remedies, terminate the Purchase Order or Contract by giving the Supplier written notice of termination.

#### K. USE OF UNICEF NAME AND EMBLEM

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

#### L. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that the Supplier is furnishing goods or services to UNICEF without specific permission of UNICEF.

#### M. ARBITRATION

Any controversy, claim or dispute arising out of, or in connection with this Contract or any breach thereof, shall unless it is settled amicably by direct mutual negotiations, be referred to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. 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.

#### N. PRIVILEGES AND IMMUNITIES

The privileges and immunities of the UN, including its subsidiary organs, are not waived.

#### O. CHILD LABOUR

UNICEF fully subscribes to the Convention on the Rights of the Child and draws the attention of the Supplier to Article 32 of the Convention 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.

#### P. ANTI-PERSONNEL MINES

The Supplier guarantees that neither the Supplier's company, nor any of its affiliates, nor any subsidiaries controlled by the Supplier's company, is engaged in the sale or manufacture of anti-personnel mines or of components utilized in the manufacture of anti-personnel mines. The Supplier recognizes that a breach of this provision will entitle UNICEF to terminate its contract with the Supplier.