

UNITED NATIONS DEVELOPMENT PROGRAMME
(UNDP)
REPUBLICA DOMINICANA

IMPORTANTE

Commercial Invoices and mails must be identified by the following number; **ITB/00076567/02/2011**
"Procurement of High Pressure Foam Dispenser and Auxiliaries for FARCO, HCFC phase-out".

PURCHASE ORDER

Nº 2258

00076567 – Conversión de HCFC-141B en la Manufactura de espumas rígidas de poliuretano para Refrigerantes Comerciales “
01-2012

Issuing Office:
Resident Representative
United Nations Development Programme
Av. Anacaona #9, Santo Domingo, Dominican Republic
Tel.: 809-537-0909 Fax: 809-531-4882
Internet: centro.servicios@undp.org

Contact : **Richard Arostegui**
Presidente
Farco Fogel
Zona Industrial de Haina, DM
Santo Domingo, Dominican Republic
Tel 809-957-2223 ext 263 | Fax 809-957-2425
cel 809-545-1973
rarostegui@farcofogel.com / www.farcofogel.com

Provider: **AFROS, S.P.A..**
Via Galileo Ferraris, 65
I-21042 Caronno Pertusella (Va) Italy
Tel.: +39 029653432
Mobile: +39 3467065402

Delivery Instructions:
INCOTERM 2000 and place CPT, Place: Puerto Multimodal Caucedo, Santo Domingo

Payment Terms:
UNDP shall, on fulfillment of the Delivery Terms, 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.

Delivery Period :
4 MONTHS

ITEM Nº	SPECIFICATIONS UNIT	QUANTITY UNIT PRICE	TOTAL AMOUNT
1	High pressure variable ratio polyurethane foam dispenser with two mixing heads and a nominal capacity of 100/40 kg/min to insulate refrigerator cabinets and doors based on cp technology.	One	181,630.00
2	Unloading, staging and premix station for Polyol and cyclopentane with polyol and CP tanks	One	100,550.00
3	Gas detection and alarm system for the entire operation	One lot	70,940.00
4	One year consumables and wear parts for the item 1 thru 4	One lot	4,350.00
5	Specification for local works and local installation assistance	One lot	26,240.00
6	Installation, commissioning and operator training	One lot	33,350.00
Sub Total			USD\$ 417,060.00
Packing			8,700.00
FOB (port of shipment) charges			2,180.00
CPT Charges up to Santo Domingo (Dominican Republic)			15,950.00
GRAND TOTAL			443,890.00

COA: Account 72200, Fund: 63030, Dept. 49803, Activity 1, Agent. Imp. 000621, Donor 10009

UNDP : **PAOLA CARAM**
OFFICER IN CHARGE
NACIONES UNIDAS PARA EL DESARROLLO EN REPUBLICA DOMINICANA

Supplier: **LUCCA DAVIDE**
Marketing and Sales Manager
BY: **AFROS, S.P.A.**

Date: _____ Date _____

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

2.1.1 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.

2.1.2 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.

2.1.3 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.

2.1.4 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 DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2000 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

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.

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:

- a) 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.
- b) Refuse to accept delivery of all or part of the goods.
- c) 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.

Special Conditions

The following Special Conditions shall complement, supplement, or amend the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

Warranty/Guarantee		
➤ <u>Applies</u> <input type="checkbox"/> Does not apply	If, within 12 months after the goods have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair.	
Liquidated damages		
➤ <u>Applies</u> <input type="checkbox"/> Does not apply	If the Supplier fails to supply the specified goods within the time period(s) stipulated by the purchase order, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the Purchase Order	
Performance security		
➤ <u>Applies</u> <input type="checkbox"/> Does not apply	a) Within 30 days of receipt of the Purchase Order from the purchaser, the successful Bidder shall furnish a Performance Security to the Purchaser in the amount of 10% of the Purchase Order Value. b) The Performance Security shall be valid until a date 30 days from the date of Issue of a Satisfactory Certificate of Inspection and Testing by the procuring UN entity. c) The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract. d) The Performance Security shall be denominated in the currency of the Purchase Order and shall be in one of the following form of a bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser's country or abroad in the form provided in these Solicitation Documents. e) The Security will be returned to the Supplier within 30 days of completion of the Purchase order, including any warranty obligation.	
Compliance with any other condition (s) required?		
➤ <input type="checkbox"/> Applies Does not apply		



Afros Division

Annex VII.

BID/PROPOSAL SUBMISSION FORM

To: The procuring entity

Dear Sir / Madam,

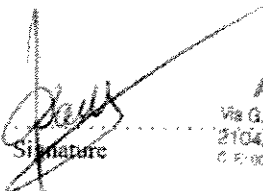
Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *High pressure Foam Dispenser and Auxialries ready to work with Pentane* in conformity with the said bidding documents for the sum of USD. *Fourhundredfortythreethousandeighthundredninety - 443.890,00 (Original Design)* as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Bid for a period of 120 days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Bid you may receive.

Dated this 31st day of August 2011.


Signature

AFROS S.p.A.
Via G. Ferraris, 85 - Tel. 02/9653.1
21042 CARONNO PELLA (VA)
C.F. 00220150126 P.IVA 02816270122

Davide Lucca
Marketing & Sales Manager

Duly authorized to sign the Bid for and on behalf of Carlo Fiorentini, President of AFROS S.p.A.



Afros Division

Annex VIII.

PRICE SCHEDULE

1. The Price Schedule must provide a detailed cost breakdown for each item.
2. Technical descriptions for each proposed item must provide sufficient detail to allow the Purchaser to determine compliance of Bid with specifications as per Schedule of Requirements and Technical Specifications of this ITB.
3. Estimated weight/volume of the consignment must be part of the documentation submitted.
4. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.
5. The format shown on the following pages should be used in preparing the Price Schedule. The format uses a specific structure which may or may not be applicable but are indicated to serve as examples.
6. In addition to the hard copy, if possible please provide also the information on diskette (IBM compatible).

Name of Bidder: AFROS S.p.A.

Item	Description	Unit	Unit Price * USD.	Quantity Required	Total Price per item USD.
A1.1	C5 pneumatic pump	1	9.550,00	1	9.550,00
B2.1	Raw Polyol tank	1	29.660,00	1	29.660,00
B2.2	Premix unit	1	61.340,00	1	61.340,00
B3.1	A-Compact 100	1	151.990,00	1	151.990,00
B3.2	Penta Kit for A-Compact machine	1	29.640,00	1	29.640,00
B4.2	Safety System	1	70.940,00	1	70.940,00
B4.0	Engineering	1	26.240,00	1	26.240,00
	Packing		8.700,00		8.700,00
B4.6	Spare parts		4.350,00		4.350,00
	FOB		2.180,00		2.180,00
	CPT		15.950,00		15.950,00
	Installation		33.350,00		33.350,00
GRAND TOTAL			443.890,00		443.890,00

- *Unit price should be based on Incoterms used i.e. CPT as the case may be.
- Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Signature of Bidder

AFROS S.p.A.
Via G. Ferraris, 85 - Tel. 02/8653.1
21042 CARONNO P.LLA (VA)
C.F. 02220520126 P.IVA 0314870122