REQUEST FOR QUOTATION (RFQ)

(Goods)

(Re-advertisement)

Protect Human Health and The Environment From Unintentional Releases of Pops Originating From Incineration and Open Burning of Health Care- and Electronic Waste Project

DATE: March 2020

REFERENCE:

Supplying Portable X-ray fluorescence for the detection of POP-BFRs in waste plastics

Arab Republic of Egypt

March, 2020
Section 1. Letter of Invitation

Cairo, Egypt

March 1, 2020

Supplying Portable X-ray fluorescence for the detection of POP-BFRs in waste plastics

Dear Madam / Sir,

The Medical and Electronic Waste Management Project (MEWM) hereby requests you to submit your Quotation for Supplying Portable X-ray fluorescence for the detection of POP-BFRs in waste plastics, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations, comprising of a Technical offer and Price Schedule, together in a sealed envelope, may be submitted on or before 4 pm C.L.T. of March 1, 2020 and via courier mail to the address below:

Medical and Electronic Waste Management Project (MEWM)
Address: Borg Al Hadara #12 S – Flat #13
Madinat Al Fostat Al Gedida – Al Megawra #2
Hadekat Al Fostat St. – Misr El-Kadima, Cairo – Egypt
fax # 02 27429569;
email address: tmelaraby@mewm-egypt.net
tmelaraby@sci.cu.edu.eg – tmelaraby@gmail.com
Att. Dr. Tarek Mohamed El-Araby

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 MEWM 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 goods:
<table>
<thead>
<tr>
<th><strong>Delivery Terms [INCOTERMS 2010]</strong></th>
<th>☒ DAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customs clearance, if needed, shall be done by:</td>
<td>☒ Supplier/Offeror</td>
</tr>
<tr>
<td><strong>Exact Address/es of Delivery Location/s</strong></td>
<td>• Borg Al Hadara #12 S – Flat #13, Madinat Al Fostat Al Gedida – Al Megawra #2 Hadekat Al Fostat St. – Misr El-Kadima, Cairo, Egypt</td>
</tr>
<tr>
<td><strong>Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by MEWM)</strong></td>
<td>☒ 120 calendar days from the issuance of the Purchase Order</td>
</tr>
<tr>
<td><strong>Delivery Schedule</strong></td>
<td>☒ Required</td>
</tr>
<tr>
<td><strong>Mode of Transport</strong></td>
<td>☒ Required</td>
</tr>
<tr>
<td><strong>Preferred Currency of Quotation</strong></td>
<td>☒ United States Dollars (US$)</td>
</tr>
<tr>
<td><strong>Value Added Tax on Price Quotation¹</strong></td>
<td>☒ Must be inclusive of VAT and other applicable indirect taxes</td>
</tr>
<tr>
<td><strong>After-sales services required</strong></td>
<td>☒ Warranty on Parts for minimum period of 1 year</td>
</tr>
<tr>
<td><strong>Deadline for the Submission of Quotation</strong></td>
<td>COB, <strong>Wednesday, April 15, 2020, 4pm C.L.T.</strong></td>
</tr>
<tr>
<td><strong>All documentations, including catalogs, instructions and operating manuals, shall be in this language</strong></td>
<td>☒ English  ☒ Arabic</td>
</tr>
<tr>
<td><strong>Documents to be submitted</strong></td>
<td>☒ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; ☒ 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; ☒ Confirmation that licenses of this nature have been obtained in the past and an expectation of obtaining all the necessary licenses should the quotation be selected; ☒ 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);</td>
</tr>
<tr>
<td>Period of Validity of Quotes starting the Submission Date</td>
<td>☒ 120 days</td>
</tr>
<tr>
<td>---------------------------------------------------------</td>
<td>------------</td>
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<tr>
<td>In exceptional circumstances, MEWM 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.</td>
<td></td>
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<table>
<thead>
<tr>
<th>Partial Quotes</th>
<th>☒ Not Permitted</th>
</tr>
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<table>
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<tr>
<th>Payment Terms</th>
<th>☒ 100% upon complete delivery of goods</th>
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<tr>
<th>Liquidated Damages</th>
<th>☒ NA</th>
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<tr>
<th>Performance Security</th>
<th>☒ Not Required</th>
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| Evaluation Criteria | ☒ Technical responsiveness/Full compliance to requirements and lowest price  
|---------------------|------------------------------------------------|
| ☒ Comprehensiveness of after-sales services  
| ☒ Full acceptance of the Purchase Order General Terms and Conditions  
| ☒ Earliest Delivery / Shortest Lead Time |

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<tr>
<th>MEWM will award to:</th>
<th>☒ One Supplier only, depending on who is supplying the particular good that comply with MEWM requirement with the least price.</th>
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<tr>
<th>Type of Contract to be Signed</th>
<th>☒ Purchase Order</th>
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<tr>
<th>Special conditions of Purchase Order</th>
<th>☒ Cancellation of Purchase Order if the delivery is delayed by 120 days</th>
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| Conditions for Release of Payment | ☒ Passing all Testing and inspection  
|-----------------------------------|--------------------------------------|
| ☒ Complete Installation  
| ☒ Written Acceptance of Goods by MEWM based on full compliance with RFQ requirements |
Protect human health and the environment from unintentional releases of POPs originating from incineration and open burning of health care- and electronic waste

| Annexes to this RFQ | ☒ Specifications of the Goods Required (Annex 1)  
|                     | ☒ Form for Submission of Quotation (Annex 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. |

| Contact Person for Inquiries (Written inquiries only) | Dr. Tarek Mohamed El-Araby, Project Manager  
|                                                     | Address: Borg Al Hadara #12 S – Flat #13  
|                                                     | Madinat Al Fostat Al Gedida – Al Megawra #2  
|                                                     | Hadekat Al Fostat St. – Misr El-Kadima, Cairo – Egypt  
|                                                     | fax # 02 27429569; email address: tmelaraby@mewm-egypt.net, tmelaraby@sci.cu.edu.eg – tmelaraby@gmail.com  
|                                                     | Any delay in MEWM’s response shall be not used as a reason for extending the deadline for submission, unless MEWM 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 MEWM 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 MEWM. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on MEWM’s re-computation and correction of errors, its quotation will be rejected.

After MEWM has identified the lowest price offer, MEWM reserves the right to award the Purchase Order based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than MEWM’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 MEWM after it has received the quotation. At the time of awarding the Purchase Order, MEWM reserves the right to vary (increase or decrease) the quantity of 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 signed 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 MEWM herein attached as Annex 3.

MEWM is not bound to accept any quotation, nor issue a 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 MEWM’s vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order 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

MEWM encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to MEWM 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.

MEWM implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against MEWM, as well as third parties involved in MEWM activities. MEWM 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

MEWM looks forward to receiving your quotation and thanks you in advance for your interest in MEWM procurement opportunities.

Yours sincerely,

[Signature]

Dr. Tarek Mohamed El-Araby
Project Manager
<table>
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<tr>
<th>Items to be Supplied</th>
<th>Description / Specifications of Goods</th>
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</table>
| **One Portable X-ray fluorescence for the detection of POP-BFRs in waste plastics** | • Provides reliable, real-time analysis of POP-BFRs  
• Provides reliable, real-time analysis of all periodic table elements specially the halogens  
• Avails analytical of and not limited to the following modes:  
  o Plastic Modes: WEEE plastics, RoHS Plastics, Toy and Consumer Goods, other types of Plastics  
  o Alloy Modes: Metal Alloy, Electronics Alloy, Precious Metals  
  o Bulk Modes: Soil, Mining, Painted Products  
• Avails analysis of custom modes if requested  
• Minimum 32MB internal system memory/128 MB internal user storage  
• Avails data transfer through USB and Bluetooth  
• Attached by the following accessories:  
  • camera;  
  • carrying case; Shielded belt holster;  
  • battery packs and Spare battery pack;  
  • battery charger/AC adaptor;  
  • PC connection cables;  
  • PC software;  
• Full compliance to the ROHS standards/ any other international standards relate to the reduction of POP-BFRs, Cadmium, Mercury, and lead in Electronic and electrical equipment |
Protect human health and the environment from unintentional releases of POPs originating from incineration and open burning of health care- and electronic waste

FORM FOR SUBMITTING SUPPLIER’S QUOTATION¹
(This Form must be submitted only using the Supplier’s Official Letterhead/Stationery)²

We, the undersigned, hereby accept in full the MEWM General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of MEWM as per RFQ Reference No. ________:

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description/Specification of Goods</th>
<th>Quantity</th>
<th>Latest Delivery Date</th>
<th>Unit Price</th>
<th>Total Price per Item</th>
</tr>
</thead>
<tbody>
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Total Prices of Goods³
Add : Cost of Transportation
Add : Cost of Insurance
Add : Other Charges (pls. specify)

Total Final and All-Inclusive Price Quotation

¹ This serves as a guide to the Supplier in preparing the quotation and price schedule.
² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes
³ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ
TABLE 2: Offer to Comply with Other Conditions and Related Requirements

<table>
<thead>
<tr>
<th>Other Information pertaining to our Quotation are as follows</th>
<th>Your Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes, we will comply</td>
</tr>
<tr>
<td>Delivery Lead Time</td>
<td></td>
</tr>
<tr>
<td>Estimated weight/volume/dimension of the Consignment:</td>
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</tr>
<tr>
<td>Country/ies Of Origin*:</td>
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<tr>
<td>Warranty and After-Sales Requirements</td>
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</tr>
<tr>
<td>a) Minimum one (1) year warranty on parts</td>
<td></td>
</tr>
<tr>
<td>b) Brand new replacement if Purchased Unit is beyond repair</td>
<td></td>
</tr>
<tr>
<td>c) Others</td>
<td></td>
</tr>
<tr>
<td>Validity of Quotation</td>
<td></td>
</tr>
<tr>
<td>All Provisions of the MEWM General Terms and Conditions</td>
<td></td>
</tr>
<tr>
<td>Other requirements [pls. specify]</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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* If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to MEWM if awarded the Purchase Order
Annex 3

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

The 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 the Purchase Order shall effect a Purchase Order between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of the Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind MEWM unless agreed to in writing by a duly authorized official of MEWM.

2. PAYMENT

2.1 MEWM shall, on fulfillment of the Delivery Terms, unless otherwise provided in the 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 the Purchase Order.

2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of the Purchase Order, provided payment is made within the period required by such payment terms.

2.3 Unless authorized by MEWM, the Supplier shall submit one invoice in respect of the Purchase Order, and such invoice must indicate the Purchase Order's identification number.

2.4 The prices shown in the Purchase Order may not be increased except by express written agreement of MEWM.

3. TAX EXEMPTION

3.1 NA

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 the 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 the 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 MEWM, 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 MEWM 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; payment for goods pursuant to the 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 MEWM of the goods sold under the 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 MEWM and the United Nations harmless from any actions or claims brought against MEWM 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 the Purchase Order.

9. **RIGHTS OF MEWM**
In case of failure by the Supplier to fulfil its obligations under the terms and conditions of the Purchase Order, including but not limited to failure to obtain necessary export licenses, or to make delivery of all or part of the goods by the agreed delivery date or dates, MEWM 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 MEWM 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 the Purchase Order without any liability for termination charges or any other liability of any kind of MEWM.

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 the Purchase Order, the Supplier shall (i) immediately consult with MEWM 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 MEWM.

11. ASSIGNMENT AND INSOLVENCY

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

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

12. USE OF MEWM OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of MEWM 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 MEWM without specific permission of MEWM 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 MEWM to cancel the Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of MEWM.

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 MEWM to cancel the Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of MEWM.

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 the 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 Egyptian Laws and Regulations (Law # 7 for Year 2000 for Settlement of Disputes), and in this case it shall take place via the Egyptian Environmental Affairs Agency Disputes Settlement Committee.

16.2 Any dispute, controversy or claim between the Parties arising out of or relating to the Purchase Order or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, such dispute, controversy or claim shall be referred by either Parties to the competent Egyptian Administrative Court. The court shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Purchase Order, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Purchase Order, as appropriate, all in accordance with the authority of the court.

17. SEXUAL EXPLOITATION

17.1 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 Purchase Order. 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 exploitative or degrading to any person. The contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Purchase Order and that any breach of this representation and warranty shall entitle MEWM to terminate the Purchase Order immediately upon notice to the contractor, without any liability for termination charges or any other liability of any kind.

17.2 MEWM 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 Purchase Order 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 Purchase Order.

18. OFFICIALS NOT TO BENEFIT

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

19. AUTHORITY TO MODIFY

Pursuant to the Financial Regulations and Rules of MEWM, only the MEWM Authorized Official possess the authority to agree on behalf of MEWM 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 the Purchase Order shall be valid and enforceable against MEWM unless provided by an amendment to this Agreement signed by the contractor and jointly by the MEWM Authorized Official.