



REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	DATE: 7 th March 2017
	REFERENCE: RFQUNDPSOI/07/03/17

Dear Sir / Madam:

We kindly request you to submit your quotation for *the procurement of 1200 Solar Radio Units for Supporting Peaceful and Inclusive Transition Project* in Solomon Islands. Details of which are in Annex 1 of this RFQ.

Please be guided by the form attached hereto as Annex 2, in preparing your quotation.

Quotations may be submitted on or before 21st of March 2017 and via *email*: lucas.toro@undp.org or the address below:

Attention: Procurement Unit
United Nations Development Programme
Solomon Islands Office
ANZ Building, P. O. Box 1954
Prince Philip, Honiara
Tel: 677 27446
Fax: 677 27815

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format.

Please take note of the following additional requirements and conditions pertaining to the supply of the above venue service:



Delivery Term [INCOTERMS 2010] (Pls. link this to price schedule)	☐ FCA (Free Carrier) ☐ CPT (Carriage Paid to) ☐ CIP (Carriage and Insurance Paid to) ☒ DAP (Delivery at place) ☐ Other:
Exact Address of Delivery Location	United Nations Development Programme Solomon Islands Office PO Box 1954 Ground Floor, ANZ Building, Prince Philip Highway, Honiara
UNDP Preferred Freight Forwarder, if any	DHL
Distribution of shipping documents (if using freight forwarder)	☒ For international suppliers, the cargo shall come to the name of UNDP Pacific Solomon Islands office. All goods must be exported to the end user with complete documents related to DAP terms (Invoice (2 originals), Packing List (2 originals), Airway Bill, Insurance Policies and other quality confirmation documents required under CIP (Incoterms 2010).
Delivery Date	2 weeks from the issuance of the Purchase Order (PO)
Preferred Currency of Quotation ¹	☒ United States Dollars ☐ Local Currency :
Tax on Price Quotation ²	☐ must be inclusive of VAT and other applicable indirect taxes ☒ must be exclusive of VAT and other applicable indirect taxes The United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility 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 the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult UNDP to determine a mutually acceptable procedure.
Payment Terms (max. advanced payment is 20% of total price)	☒ 100% within 30 days upon UNDP's acceptance of the goods delivered as specified and receipt of invoice ☐ Max of 20% upon issuance of PO and the rest within 30 days from UNDP's acceptance of goods as specified and receipt of invoice
Conditions for Release of Payment	☒ Inspection ☒ Testing ☐ Training on Operation and Maintenance ☒ Written Acceptance of Goods based on full compliance with RFQ requirements
Other after-sale services required	☒ Warranty on Parts and Labour for a minimum of 12 Months
Deadline for the Submission of Quotation	COB 21 st of March 2017 at 5:00pm
All documentations, including catalogs, instructions and operating manuals, shall be in this language	☒ English

¹ Local vendors must comply with any applicable laws regarding doing business in other currencies

² VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO

Additional documents to submit	☒ Duly Accomplished form as provided in Annex 2, and in accordance with the specifications 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; ☒ Quality Certificates such as ISO or equivalent international recognized certificate for all items; ☒ Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); ☒ Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods"; ☒ Full details are requested to be provided, including technical and performance characteristics and exact model and country of origin of the equipment/consumables proposed; ☒ Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; ☒ Others: For evaluation purposes a User Guide and instruction/manual must be submitted in English. Failure to provide any of above listed document will serve as a ground for disqualifying an Offeror from the tender.	
Period of Validity of Quotes starting the Submission Date	☐ 30 days ☒ 60 days ☐ 90 days ☐ 120 days	
Partial Bids	☒ Not permitted ☐ Permitted	
Mode of Transport	☒ AIR ☐ SEA	☐ LAND ☐ OTHER
Evaluation Criteria	☒ Technical responsiveness/Compliance to requirements ☒ Price meeting the budget ☒ Earliest Delivery / Shortest Lead Time ☐ Comprehensiveness of after-sales services ☒ Others: as stated on the Technical Specification	
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) may be grounds for disqualification from this bidding process.	
Contact Person for Inquiries	Lucas Toro Procurement Assistant UNDP Pacific Solomon Islands Office	

Goods proposed 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 and requirements and offers the lowest price 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 vendor 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 on ex-works price in the event that the transportation cost is found to be at high side.

Any Purchase Order that will be issued shall be subject to the General Terms and Conditions herein attached hereto.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with your preparation and submission of a quotation, regardless of the conduct or outcome of the selection process.

Our 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>. It is, however, not available to non-responsive or non-timely bidders or when all bids are rejected.

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

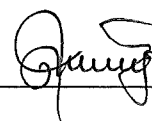
Sincerely yours,



Lucas Toro
Procurement Assistant
7th March 2017

Technical Specifications

Item	Generic Description - Technical specifications	Quantity
1	Solar Radio with Flash Light	1200
2	Features; LED flashlight, Reading Lamp Solar Adjustable panel Hand Cranked Mobile Phone Charger AM/MW: FM: SW1/SW2: Built in Lithium High Capacity Battery/ or Replaceable AA battery's	
3	Contents 1 X Solar Radio 1 X Lithium High Capacity Rechargeable Battery 1 X User's Manual	



Mevalyn Atu
 PBF-Project Assistant
 7th March 2017

SUPPLIER'S QUOTATION³

We, the undersigned, offer to supply the items listed below in conformity with the RFQ specification, terms and conditions:

Item No.	Description/Specification of Goods	Quantity	Unit Price	Total Price per Item
Total Prices of Goods⁴				
Add : Cost of Transportation				-
Add : Cost of Insurance				-
Add : Other Charges (pls. specify)				-
Total Final and All-Inclusive Price Quotation				

Other Information pertaining to our Quotation are as follows:

Delivery Lead Time	
Estimated weight/volume/dimension of the Consignment:	
Country/ies Of Origin:	

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

[Name;]

[Contact :(Via Email & Phone)]

[Date:]

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

⁴ Pricing of goods should be consistent with the INCO Terms indicated in 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 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

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.