



REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	24 September 2012
TYPE: (please mark one)	REFERENCE: RFQ-SS-GDS-DGU-P&P-UNDP-068-2012
Individual Partnership Corporation	RE-ADVERTISED
CONTACT PERSON:	
TELEPHONE No.	
EMAIL ADDRESS:	

Dear Sir / Madam:

The United Nations Development Programme (UNDP) office in Juba, South Sudan seeks quotations for **Procurement steel double decker and metal boxes** as per the specifications and features stipulated in **Annex I**.

TO ENABLE YOU TO SUBMIT AN OFFER, ATTACHED ARE:

- | | |
|---|-------------|
| i. General Conditions of Contract | (Annex II) |
| ii. Special Conditions | (Annex III) |
| iii. Eligibility Criteria | (Annex IV) |
| iv. Evaluation Criteria | (Annex V) |
| v. Quote Submission Format (Price Schedule) | (Annex VI) |

Quotations submitted by hand/mail should be in sealed envelopes and sent to the following address:

Address: UNDP South Sudan Procurement Unit ATT: **Mr. Solomon Kumba**
Procurement Analyst, UNDP South Sudan –Juba

And Marked: REFERENCE: RFQ-SS-GDS-DGU-P&P-UNDP-068-2012

Quotations submitted by email should be sent to the following email address: bids.juba@undp.org

Quotations should reach the above address no later than **1st October 2012 @ 17:00 hours – local time**.

Late quotes will be rejected.

Each page of the offer must be dated, signed and stamped with company stamp

Adenike Akoh
Head of Procurement & Supply Management Unit
UNDP South Sudan



REQUIREMENTS

S/No	Item description	UoM	Quantity
01	Double Steel Decker Beds Single bed size '3x6'	EA	120
02	Steel Foot lockers for storage 3'X2'X1' (ft)	EA	240

NOTE: ALL QUOTATIONS MUST BE SUBMITTED WITH SAMPLES OF ALL THE ITEMS.



General Terms and Conditions for Goods

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

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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.

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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.

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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.



ANNEX III

SPECIAL CONDITIONS	
Warranty/Guarantee of Goods and Installation	A warranty of minimum 1 year is required. If, within this period, 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.
Preliminary Examination Completeness of Quotations	Partial offers are not permitted
Language	The quotations shall be in English
Currency of quotations/offers	Offers shall be submitted in SPP for Companies in South Sudan and USD for companies outside South Sudan
DELIVERY	UNDP South Sudan, Juba Office
DELIVERY PERIOD	NOT MORE THAN 3 WEEKS OF ISSUANCE OF PO
Payment Terms	Payment will be made by cheque or Bank Transfer within 30 days upon receipt of invoices and certification of satisfactory completion of services by UNDP.
Award criteria for award of contract	The contractor that offers the lowest and most technically compliant quote as per the specifications and features stipulated in Annex I and that meets the evaluation criteria will be offered the contract.
Validity of Quotation	60 days from closing date
Submission of Quotes	By Hand to UNDP South Sudan, ATT: Mr. Solomon Kumba , Procurement Analyst By Email: bids.juba@undp.org
VAT or Taxes	Purchases by the UNDP are not subject to any TAX. Do not include any VAT/taxes when bidding or invoicing.
Request for clarification	Bidders requesting clarification of any of the items, technical requirements or conditions stipulated in this RFQ shall communicate in writing with UNDP office to solomon.kumba@undp.org and Jacqueline.kulang@undp.org
Quality Assurance: ISO	ISO 9001:2000
General Terms and Conditions	Annex II

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After Sales Services	Evidence of After-sales services must be provided
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Eligibility Criteria

1. The bidder must demonstrate that they have had at least two (2) years acceptable prior experience in supply of Steel Beds and Metal boxes. This qualification will be satisfied by listing at least 3 clients to whom similar requirements have been provided, in the table below: Failure to provide this information will result in your offer being non-responsive.

Name	Address & telephone No.	Year

2. Provide the profile of your company.



ANNEX V

EVALUATION CRITERIA

1.1	Compliance with pricing conditions set in the RFQ
1.2	Compliance with requirements relating to technical specifications and features and the product's ability to satisfy functional requirements.
1.3	Compliance with the Special and General Conditions specified in this Solicitation Documents.
1.4	Compliance with start-up, delivery or installation deadlines set by the procuring entity.
1.5	Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honoring the tax-free status of the UN.
1.6	Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this RFQ (warranties, or insurance coverage, etc).
1.7	Proof of after-sales service capacity and appropriateness of service network.

Your offer should indicate agreement to the Conditions stipulated in Annexes II and III



ANNEX VI

Quote Submission Format

Interested organizations are required to submit a financial proposal, using the template below:

Item	Quantity	Cost
Double Steel Decker Beds Single bed size '3x6'	120	
Steel Foot lockers for storage 3'X2'X1' (ft)	240	
TOTAL		

Ship Via*:	
Total Freight Cost:	
Juba	
Insurance Cost	
Total Item + Freight:	
Delivery Time (in weeks):	

TOTAL COST	SPP/USD:
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Company Stamp:

Signature: