

## REQUEST FOR QUOTATION (RFQ) (Goods)

NAME & ADDRESS OF FIRM	DATE: May 20, 2015
	REFERENCE: SS-GDS-Asset Tagging Machine & Database Software-OPS-018-2015

Dear Sir / Madam:

We kindly request you to submit your quotation for **Asset Tagging Machine & Database Software for UNDP South Sudan**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before June 3, 2015and via  $\Box e$ -mail,  $\Box c$ ourier mail or  $\Box f$ acsimile to the address below:

## United Nations Development Programme

South Sudan Rakan Asaff bids. juba @undp.org

Quotations submitted by email must be limited to a maximum of 2MB, virus-free and no more than 10 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

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, and free from any virus or corrupted files.

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	□FCA □CPT □CIP ✓ DAP –UNDP Country Office Compound –Juba South Sudan ✓ Other All the goods must be delivered within one week		
		suance of purchase order	
Customs clearance <sup>1</sup> , if needed, shall be done by:	✓ UNDP  □Supplier/Offeror  □Freight Forwarder		
Exact Address/es of Delivery Location/s (identify all, if multiple)	UNDP Office Compound –Juba South Sudan		
UNDP Preferred Freight Forwarder, if any <sup>2</sup>	Air		
Distribution of shipping documents (if using freight forwarder)	N/A		
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	✓ 10 days from the issuance of the Purchase Order (PO)  □ As per Delivery Schedule attached [if delivery will be staggered]  Time: [pls. indicate]  Time Zone of Reference: [pls. indicate]		
Delivery Schedule	✓ Required  □Not Required		
Packing Requirements			
Mode of Transport	✓ AIR	✓ LAND  □OTHER [pls. specify]	

<sup>&</sup>lt;sup>1</sup> Must be linked to INCO Terms chosen.

<sup>&</sup>lt;sup>2</sup>Depends on INCO Terms. The suggestion to use a UNDP preferred courier is only for purposes of familiarity with procedures and documentary requirements applicable to the UNDP when clearing with customs.

Preferred	USD		
Currency of Quotation <sup>3</sup>			
Value Added Tax on Price	☐ Must be exclusive of VAT and other applicable indirect taxes		
Quotation <sup>4</sup>	✓ Must be exclusive of VAT and other applicable		
; ;	indirect taxes		
After-sales services	□Warranty on Parts and Labor for minimum period of N/A		
required	☐Technical Support		
	□Provision of Service Unit when pulled out for maintenance/		
	repair		
	☐ Others <b>N/A</b>		
Deadline for the Submission of Quotation	Wednesday, June 03, 2015and South Sudan Local time		
All documentations,	✓ English		
including catalogs,	[ Transh		
instructions and operating	☐ French		
manuals, shall be in this	☐ Spanish		
language	Others [pls. specify, including dialects, if needed]		
Documents to be	Duly Accomplished Form as provided in Annex 2, and		
submitted <sup>5</sup>	in accordance with the list of requirements in Annex 1;		
3dpillicted	☐ 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.);		
	<ul> <li>✓ Latest Business Registration Certificate;</li> </ul>		
	☐ Latest Internal Revenue Certificate / Tax Clearance;		
	☐ Manufacturer's Authorization of the Company as a Sales		
	Agent (if Supplier is not the manufacturer);		
	☐ Certificate of Exclusive Distributorship in the country (if		
	applicable, and if Supplier is not the manufacturer);		

<sup>&</sup>lt;sup>3</sup> Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

<sup>&</sup>lt;sup>4</sup> This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

<sup>5</sup> First 2 items in this list are mandatory for the supply of imported goods

	☐ Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being			
	supplied;			
	☐ Complete documentation, information and declaration of any			
	goods classified or may be classified as "Dangerous Goods".			
	☐ Patent Registration Certificates (if any of technolo submitted in the quotation is patented by the Supplier);			
	☐ Written Self-Declaration of not being included in the UN			
	Security Council 1267/1989 list, UN Procurement Division Lis			
	other UN ineligibility List;			
	□ Others (pls. specify as many as required)			
	✓ 60 days			
Period of Validity of Quotes starting the Submission	□ 90 days			
Date	In exceptional circumstances, UNDP 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.			
Partial Quotes	✓ Not permitted			
	Permitted based on available quantity and quality			
_	✓ 100% upon complete delivery of goods			
Payment Terms <sup>6</sup>	□ Others [pls: specify]			
Liquidated Damages				
	✓ Technical responsiveness/Full compliance to			
Evaluation Criteria [check as many as applicable]	requirements and lowest price			
	Comprehensiveness of after-sales services  ✓ Full acceptance of the PO/Contract General Terms			
	and Conditions [this is a mandatory criteria and cannot			
	be deleted regardless of the nature of services required]			
	✓ Earliest Delivery / Shortest Lead Time			
	☐ Others [pls: specify]			
	□One and only one supplier			

<sup>&</sup>lt;sup>6</sup> UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank checque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

UNDP will award to:	<ul> <li>✓ One or more Supplier depending on available quantity and quality</li> </ul>	
Type of Contract to be Signed	✓ Purchase Order  □ Long-Term Agreement <sup>7</sup> (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)  □ Other Type/s of Contract [pls. specify]	
Special conditions of Contract	✓ Cancellation of PO/Contract if the delivery/completion is delayed by 3 weeks  □ Others [pls: specify]	
Conditions for Release of Payment	Passing Inspection [specify method, if possible]  Complete Installation  □ Passing all Testing [specify standard, if possible]  □ Completion of Training on Operation and Maintenance [specify no. of trainees, and location of training, if possible written Acceptance of Goods based on full compliance with RFQ requirements  □ Others [pls. specify]	
Annexes to this RFQ <sup>8</sup>	<ul> <li>✓ Specifications of the Goods Required (Annex 1)</li> <li>✓ Form for Submission of Quotation (Annex 2)</li> <li>✓ General Terms and Conditions / Special Conditions (Annex 3)</li> <li>Others [pls. specify, if any]</li> <li>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</li> </ul>	

<sup>&</sup>lt;sup>7</sup> Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation

<sup>8</sup> Where the information is available in the web, a URL for the information may simply be provided.

Contact Person for Inquiries (Written inquiries only) <sup>9</sup>	Mathew Alege Procurement Associate mathew.alege@undp.org
	Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP 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 UNDP 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 UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's recomputation 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 only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP'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 UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or 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 issued 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 UNDP herein attached as Annex 3.

<sup>&</sup>lt;sup>9</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

UNDP is not bound to accept any quotation, nor award a contract/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 UNDP's 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: <a href="http://www.undp.org/procurement/protest.shtml">http://www.undp.org/procurement/protest.shtml</a>.

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

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link: <a href="http://www.un.org/depts/ptd/pdf/conduct\_english.pdf">http://www.un.org/depts/ptd/pdf/conduct\_english.pdf</a>

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Rakan Asaff Head, Procurement Unit May 20, 2015

## **Technical Specifications**

The below mentioned items are to be supplied within three weeks from the date of issue of

purchase order

Furchase Order	· · · · ·		
Items to be Supplied*	Qua ntity	Description / Specifications of Goods	Specify whether the bidder quoted items satisfy specification and quantity ( Yes /No)
Asset Tracking Mobile Device	1	UHF RFID, 2D Imager Scanner, Numeric Keypad, GPS, GPRS OS: Windows Embed Handheld 6.5 / CE 6.0 CPU: TI AM3715 1 GHz Memory: 512 MB RAM, 512 MB ROM SD Slot: Micro SDHC: 32 GB or higher Environmental Seal: IP65 Withstands 5-foot falls to concrete Weight: 13.76 oz (with battery) Warranty: 1 year	
Asset Tracking Database/Software	1	Unlimited Assets and Locations Track Assets by Employee, Department or Location Room and Asset Barcode Label Printing Flexible User-Defined Fields Attachments and Maintenance Records Robust Reporting with Scope and Sort Capabilities Purchasing History and Depreciation Calculations Import and Export with Microsoft® Excel Role-Based User Security Robust SQL Database Single or Multi-User Network Versions	

<sup>\*</sup>Pls. attach delivery schedule, if relevant, and cluster by lot, if partial bids will be allowed. Specify delivery locations if goods multiple destinations.

Mathew Alege
Procurement Associate

### Annex 2

# FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>10</sup> (This Form must be submitted only using the Supplier's Official Letterhead/Furniture<sup>11</sup>)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **REFERENCE: RFQ- SS-GDS-OPS-018-2015** 

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

item No.	Description/Specification of Goods	Quantity	Unit Price	Total Price
1	UHF RFID, 2D Imager Scanner, Numeric Keypad, GPS, GPRS OS: Windows Embed Handheld 6.5 / CE 6.0 CPU: TI AM3715 1 GHz Memory: 512 MB RAM, 512 MB ROM SD Slot: Micro SDHC: 32 GB or higher Environmental Seal: IP65 Withstands 5-foot falls to concrete Weight: 13.76 oz (with battery) Warranty: 1 year	each		
2	Unlimited Assets and Locations Track Assets by Employee, Department or Location Room and Asset Barcode Label Printing Flexible User-Defined Fields Attachments and Maintenance Records Robust Reporting with Scope and Sort Capabilities Purchasing History and Depreciation Calculations Import and Export with Microsoft® Excel Role-Based User Security Robust SQL Database Single or Multi-User Network Versions	each		

<sup>&</sup>lt;sup>10</sup> This serves as a guide to the Supplier in preparing the quotation and price schedule.

<sup>11</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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]

## 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.

### 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.

### 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.

### 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 this Purchase Order.

## 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 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 <u>Force Majeure</u>), 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,