

**REQUEST FOR QUOTATION
(RFQ_012_2011)**

To: Companies/Firms	DATE of issue: 31 March 2011
	REFERENCE: RFQ_012_2011 supply of field jungle boots for UXO Project

Dear Sir / Madam:

1. Your firm is invited to submit a quotation for supply of uniform for UXO Lao Project. The purpose of this Request for Quotation is to conclude Long Term Agreements (LTA) for the period of two years for the supply of jungle boots covering the years 2011-2012 with qualified vendor/s specialized in the supply of goods of this nature to the UNDP Project UXO in Vientiane, Lao PDR. The successful bidder shall be contracted for an initial period of one year, with the contract renewable for another one year upon satisfactory performance in the first year.
2. An estimate volume of goods to be purchased for the two years period would be around 1500-2000 pairs. However UNDP doesn't guarantee it will place orders for this amount and is not bound by the LTA (s) to purchase any minimum amount of goods. UNDP reserves the right to utilize other sources at its discretion. Once the LTA (s) is established, orders will be placed through Purchase Orders when needed.
3. To enable you to submit a Quotation please find enclosed:

Annex I: Requirements and Specifications
Annex II: Price Schedule
Annex III: UNDP General Terms and Conditions for Purchase orders
Annex IV: Vendor registration form

Full set of bidding documents can be downloaded from our web-site at:
<http://www.undplao.org/vacancies/procurementnotice.php> or

4. Your quotation shall be submitted in sealed envelope or electronically, duly signed and stamped on or **before close of business 20 April 2011** to the following address:

**Address: UNDP Lao PDR
Lane Xang Avenue
Ban Hatsady-Tai
P.O. Box 345
Vientiane, Lao PDR
Tel. 856 21 267777**

Attention: UNDP Procurement/Logistics Unit

In order to speed up the process of submission the Quotations can be also submitted electronically to our secure e-mail box: lao.procurement@undp.org before the indicated deadline.

ATTENTION: Please **mark** your envelop as follows: **Company Name, contact details, “RFQ_012_2011 supply of field jungle boots for UXO Project**

Electronic quotations shall be marked in the subject as follows: “RFQ_012_2011 supply of field jungle boots for UXO Project.

UNDP will not be responsible for postal delays, if any, in the delivery of the bid documents or non-receipt of the same. **Late proposals will be rejected.**

5. Quotations submitted by the bidders shall comprise the following documents:

- Price schedule inclusive of all costs, including delivery to the request site to be prepared as per **Annex III**;
- Company’s profile;
- Vendor registration form as per **Annex IV**;
- **Samples** (Company should provide samples for the quoted products or catalogues with clear product description including specifications).

6. Request for additional information.

If you request additional information please send e-mail to **soulivanh.bounnaphol@undp.org** or **diver.rasulov@undp.org** for any inquiries.

GENERAL CONDITIONS	
Terms and Place of Delivery	DAP (Delivered at Place) Incoterms 2010 Uniform shall be delivered at the following address: Lao National UXO Programme (UXO Lao), P.O. Box 345, Vientiane, Lao PDR
Delivery period:	Delivery period shall not exceed two month from the date of placing Purchase order by UNDP
Currency of the proposal	Companies should quote in USD or Lao KIP . Quotations submitted in another currency will be rejected.
TAX EXEMPTION	All quotations submitted to UNDP shall be without VAT and other direct taxes. 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.
Payment Terms	Payment will be made through Bank Transfer within 30 days upon receipt of invoices and shipment . Payment to local firms will be made in local currency only.
Validity of Quotation	Quotation must be valid during 90 days. No changes allowed during this period after submission of the quotations. Based on this UNDP may enter into Long Term Contract for two years period 2011-2012.
Conversion to single currency	For conversion into single currency for evaluation purposes the applicable UN exchange rate will be used on the date of opening of proposals.
Completeness of the proposal.	Company shall submit all requested documents.
Goods and evaluation criteria	The Evaluation Committee will examine the proposals to determine whether they are complete, whether the documents have been properly signed and whether the offer complies with the technical requirements. Evaluation Criteria Proposals will be evaluated by the UNDP and the contractor will be selected based on, but not limited to, the following criteria: a. Quality of Uniforms


	<p>b. Ability to process uniform orders, large orders or single item orders d. Design and Construction of Uniforms. e. Durability of material. f. Delivery period</p> <p>The selected proposer(s) response to stated criteria may be verified by the UNDP. This verification may consist of reference checks, interviews, and site visits. In case of discrepancy in unit price and total price the unit price shall prevail. The contract will be awarded to the company offered lowest technically responsive offer.</p>	
Subcontracting	<p>Where proposers do not have the "in-house" capability to perform work desired in the Request for Quotation, subcontracting may be permitted with prior knowledge and approval of the UNDP. The UNDP must be assured and agree that any proposed subcontractor(s) can perform work of the desired quality and in a timely manner. Therefore, the name(s) of any intended subcontractor(s) should be given in the Quotation.</p>	
Qualification of Supplier, licenses and permits	<p>Company must be duly registered as a legal entity with valid licenses and permits. Company shall secure all licenses, permits, and shall comply with all applicable laws, regulations and codes as required by Lao PDR or by the country residence. A supplier may be required, before the award of any contract, to show to the complete satisfaction of the UNDP that he has the necessary facilities, equipment, ability and financial resources to perform the work in a satisfactory manner within the time specified.</p>	
Period of Contract	<p>The contract shall be in effect for a period of twenty-four (24) months from date of award and all prices shall be firm for the period of the contract.</p>	
General Terms and Conditions	<p>See enclosed Annex III - UNDP General Terms and Conditions</p>	
Mode of Transport	AIR	SEA
	SURFACE	OTHERS
REQUIREMENTS		
<p><u>Language:</u> All documentation, including installation and operating manuals shall be in:</p> <p><input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others</p>		

NAME, FUNCTIONAL TITLE: Diyer Rasulov, UNDP Procurement Specialist
Signature: _____ DATE: 31.03.2011
E-MAIL ADDRESS: diyer.rasulov@undp.org

Please visit our web-site to see other procurement and vacancy announcements
www.undplao.org

Annex I Requirements and Specifications

REFERENCE: RFQ_012_2011 supply of field jungle boots for UXO Project

Item	Description/Technical specification	Unit of measure	Required quantity by size Size – Quantity (Indicated Size is US standard)	Required Quantity for 2011	Photo picture (sample)
2.1	Field Jungle Boots as per below specification: Different Sizes (see requirements) Without steel protection plate on toe area Non slip Water proof Heavy duty Comfortable Good quality leather upper with collar Rubber sole	Each	Size 4 - 11 Size 5- 79 Size 5.5 - 3 Size 6 - 144 Size 6.5 – 10 Size 7 – 129 Size 7.5 – 3 Size 8 – 49 Size 9 -11 Size 10 – 1 Size 11 – 3	443	

Note: UNDP reserve the rights to increase or decrease the above quantity during placement of Purchase order.

**Annex II
Price schedule**

REFERENCE: **RFQ_012_2011 supply of field jungle boots for UXO Project**

Item	Description/Technical specification	Unit of measure	Quantity	Unit price and currency	Total price
2.1	Field Jungle Boots	Each	443		
Total amount in words:					In figures

Delivery time offered: _____

"Duly authorized to sign the Proposal for and on behalf of

(Name of Organization)

Signature/Stamp of Entity/Date

Name of Representative:

Address:

Telephone/Fax:

Annex III
UNDP General Terms and Conditions for Purchase orders

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 fulfilment 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.

20. Please provide a copy of the company's annual or audited financial report of the last year.

21. Certification:

I, the undersigned, warrant that the information provided in this form is correct, and in the event of changes details will be provided as soon as possible.

Name

Functional Title

Signature

Date

The legal agreement between the supplier and the organisation within the UN System shall be defined in the purchase order/contract and any associated contract(s) between the supplier and the UN organisation. Information provided to the supplier in association with the registration is provided for reference only, and in no case shall take precedence over terms in the purchase order/contract or the associated contract(s).

Please be informed that UN has decided not to do business with companies or any of their affiliates or subsidiaries, which engage in any practice inconsistent with the rights set forth in the convention on the Rights of the Child, regarding certain protection applicable to children performing work, or engage in the sale or manufacture of anti-personnel mines, or any significant component produced primarily for the operation thereof.

Note 1: Organisations in the UN system are UN; UNCTAD; UNEP; UNCHS(Habitat); UNICEF; UNDP; WFP; UNHCR; UNRWA; UNFPA; UNOPS; UNU; ILO; FAO; UNESCO; ICAO; WHO; WB; IMF; UPU; ITU; WMO; IMO; WTO; WIPO; IAPSO; IFAD; UNIDO; IAEA; ITC; ECA; ECE; ECLAC; ESCAP; ESCWA.

Note 2: The Earth Summit, held in Rio de Janeiro in 1992, emphasised the necessity to protect and renew the earth's limited resources. Agenda 21 was adopted by 178 governments and lays an emphasis for the UN to exercise leadership, i.e. towards promoting environmental sensitive procurement policies for goods and services.