

**REQUEST FOR QUOTATION  
(RFQ\_007\_2011)**

To: <b>Companies/Firms</b>	DATE of issue: <b>17 March 2011</b>
	REFERENCE: <b>RFQ_007_2011 Supply and installation of furniture for UNDP library</b>

Dear Sir / Madam:

1. Your firm is invited to submit a quotation for supply and installation of furniture for UNDP Country Office Library.
2. To enable you to submit a Quotation please find enclosed:

Annex I: Requirements and Specifications  
 Annex II: Terms of Reference (TOR)  
 Annex III: Price Schedule  
 Annex IV: UNDP General Terms and Conditions for Purchase orders  
 Annex V: Drawings  
 Annex VI: Vendor registration form

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

3. Your quotation shall be submitted in sealed envelope or electronically, duly signed and stamped on or **before close of business 31 March 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](mailto:lao.procurement@undp.org) before the indicated deadline.

- **ATTENTION:** Please **mark** your envelop as follows: **Company Name, contact details, “RFQ/007/2011” Supply and installation of furniture for UNDP library**”.
- **Electronic quotations shall be marked in the subject as follows: “RFQ/007/2011”.**

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.**

4. **Quotations submitted by the bidders shall comprise the following documents:**
  - Price schedule inclusive of all costs, including labor, delivery and installation to be prepared as per **Annex III**;
  - Company’s profile.

- Vendor registration form as per Annex VI
- Catalogues of the offered furniture.

**5. Request for additional information:**

If you request additional information please send e-mail to [soulivanh.bounnaphol@undp.org](mailto:soulivanh.bounnaphol@undp.org) or [diver.rasulov@undp.org](mailto:diver.rasulov@undp.org) for any inquiries.

<b>GENERAL CONDITIONS</b>		
Place of Delivery	Furniture shall be delivered and installed at the following address: <b>UNDP Lao PDR, Lane Xang Avenue, Ban Hatsady-Tai, P.O. Box 345 Vientiane, Lao PDR</b>	
Delivery period:	Delivery and installation period shall <b>not exceed two (2) months</b>	
Currency of the proposal	Companies should quote in <b>USD, Lao KIP or Thai BAHT</b> . Quotations submitted in another currency will be rejected.	
TAX EXEMPTION	<b>All quotations submitted to UNDP shall be without VAT and other direct taxes.</b> 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 certification of satisfactory completion of services by UNDP. Payment to local firms will be made in local currency only.	
Validity of Quotation	<b>Quotation must be valid during 60 DAYS. No changes allowed during this period after submission of the quotations.</b>	
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. 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.	
General Terms and Conditions	<b>See enclosed Annex IV - UNDP General Terms and Conditions</b>	
Mode of Transport	<b>AIR</b>	<b>SEA</b>
	<b>SURFACE</b>	<b>OTHERS</b>
<b>REQUIREMENTS</b>		
<b>Language:</b> All documentation, including installation and operating manuals shall be in:		
<input checked="" type="checkbox"/> <b>English</b> <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others		

NAME, FUNCTIONAL TITLE: Diyer Rasulov, UNDP Procurement Specialist

Signature:  DATE: 17.03.2011

E-MAIL ADDRESS: [diyer.rasulov@undp.org](mailto:diyer.rasulov@undp.org)

Please visit our web-site to see other procurement and vacancy announcements  
[www.undplao.org](http://www.undplao.org)

**Annex I**  
**Requirements and Specifications**

Amended as of 21.03.11

REFERENCE: **RFQ\_007\_2011** supply and installation of furniture for UNDP library

Item	Description/Technical specification	Unit of measure	Required Quantity	Remark
	<b>Furniture</b> solid wood cabinets and shelves,natural wood colour with polyurethane mat varnish air gun spray finishing (all fittings by Haefele Brand)			
1 A	Supply and install book shelves Type A (400D x 660 Wx 2005H)mm; By hard wood frame and ply wood 9mm wall ;See Drawing detail	set	2	
1B(with glass and door	With glass: Supply and install book shelves Type A (400D x 3310 Wx 2005H)mm; By hard wood frame and ply wood 9mm wall ;See Drawing detail	set	1	
2	Supply and install book shelves Type B (800D x 1600 Wx 2100H)mm; By hard wood frame and ply wood 9mm wall ;See Drawing detail	set	3	
3	Supply and install book shelves Type D (800D x 1335 Wx 2100H)mm; By hard wood frame and ply wood 9mm wall ;See Drawing detail	set	2	
4A	Supply and install book shelves Type E (600D x2105) Wx 2005H)mm; By hard wood frame and ply wood 9mm wall ;See Drawing detail	set	1	
4B(with glass)	Supply and install book shelves Type E (600D x3305 Wx 2005H)mm; By hard wood frame and ply wood 9mm wall ;See Drawing detail	set	1	
5	Supply and install book shelves Type F (450D x 1800 Wx 800H)mm; By hard wood frame and ply wood 9mm wall ;See Drawing detail	set	2	
6	Supply and install book shelves Type G (450D x 2760 Wx 800H)mm; By hard wood frame and ply wood 9mm wall ;See Drawing detail	set	1	
7	Supply and install Door alluminium frame2mm thick. with glass 6mm and swing ( 100 x200 cm)	Set	1	
8optionA	Supply and install Book shelves Type ( C) in option I (400D X 4000 W x 2100H)mm by hard wood frame and ply wood wall 9mm.See Drawing and sample certificate.	Set	1	
8optionA	Supply and install Book shelves Type ( C) in option II (400D X 3200 W x 2100H)mm by hard wood frame and ply wood wall 9mm.See Drawing and sample certificate.	set	2	
8optionB	Supply and install Book shelves Type ( C) in option II (400D X 10400 W x 2100H)mm by hard wood frame and ply wood wall 9mm.See Drawing and sample certificate.	set	1	
9	Supply and install book shelves and counter Type H (500D x 4955 Wx 800H)mm; By hard wood frame and ply wood 9mm wall ;See Drawing detail	set	1	

**Annex II**  
**Terms of Reference (TOR)**

**1. Brief background:**

UNDP Country office is planning to build a library as per attached drawings. Companies requested to submit their for supply and installation of the furniture which was designed for this particular purposes. All drawings were prepared by the Architect and attached hereto in Annex VI.

**Assignment of focal point/representative**

After contract award the company shall appoint an authorized representative(s), who will coordinate the supply and installation works and will be responsible for follow up and completion.

**Quality requirement for the furniture:**

All furniture must be hardwood , dry and varnished (2 layers minimum with spray) color will be decided by the client.

One year guarantee is required regarding any damage during installation or after (cracks, furniture stripped, new varnishing required)

Wood should be preferably “Mai Khen Hua” or same specs Furniture “A” and “E” ( see furniture plan) should be mounted with glass windows partition and doors before installation on existing walls .

**Other conditions:**

A bidder should provide profile of company including: complete juridical name, address, previous experience and certificate of registration as a legal entity.

**Annex III  
Price schedule**

REFERENCE: **RFQ\_007\_2011 supply and installation of furniture for UNDP library**

<b>Item</b>	<b>Description/Technical specification</b>	<b>Unit of measure</b>	<b>Required Quantity</b>	<b>Unit price and currency</b>	<b>Total price</b>
	<b>Furniture</b> solid wood cabinets and shelves,natural wood colour with polyurethane mat varnish air gun spray finishing (all fittings by Haefele Brand)				
1 A	Supply and install book shelves Type A (400D x 660 Wx 2005H)mm; By hard wood frame and ply wood 9mm wall ;See Drawing detail	set	2		
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9	Supply and install book shelves and counter Type H (500D x 4955 Wx 800H)mm; By hard wood frame and ply wood 9mm wall ;See Drawing detail	set	1		
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**Total amount in words and figures:**

Delivery and installation 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 IV**  
**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.

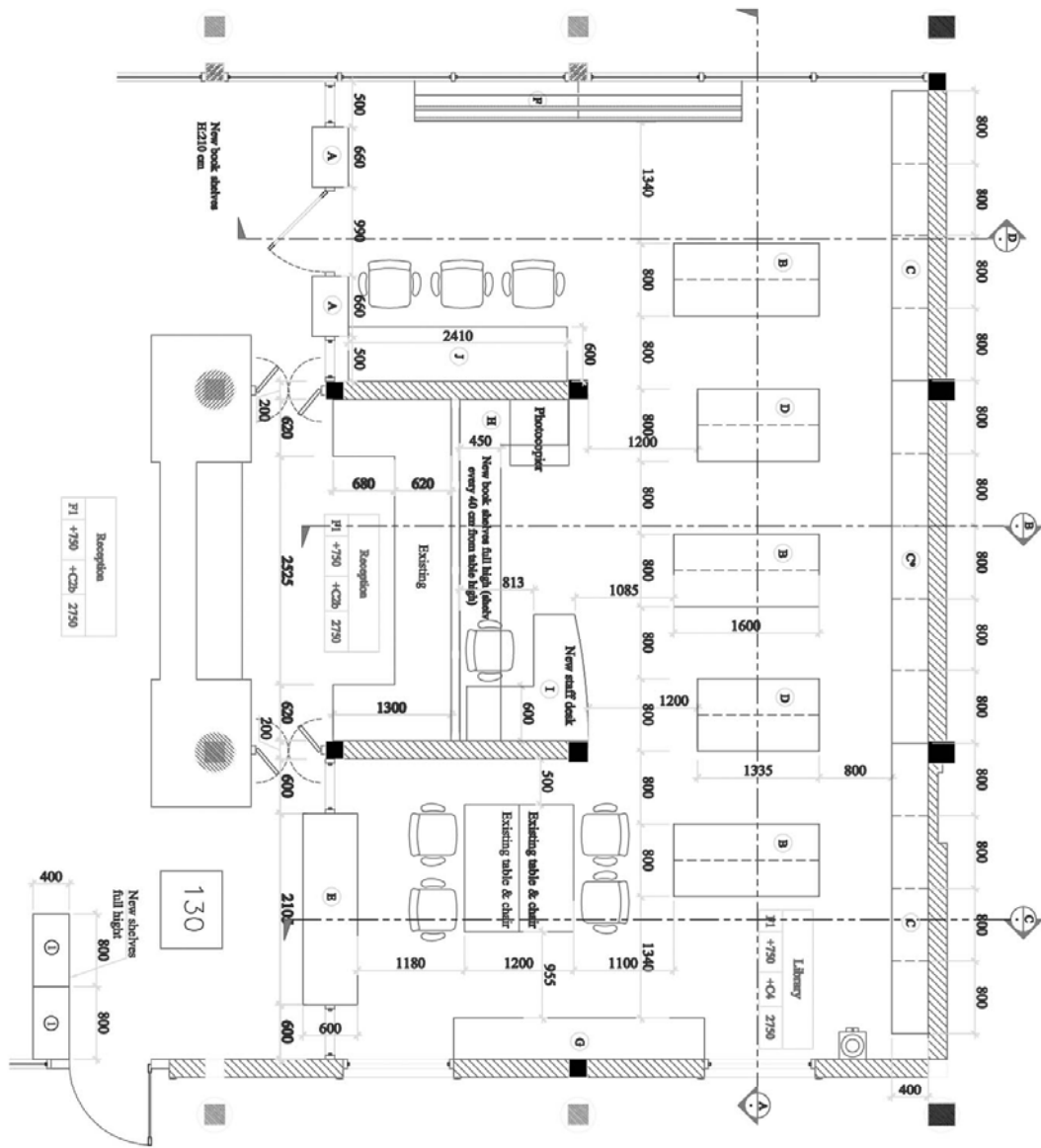
#### **16.2 Arbitration**


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.

**Annex V**  
**DRAWINGS**  
**RFQ\_007\_2011 supply and installation of furniture for UNDP library**



<b>Planche No -</b>  <b>Phase:</b> <b>ADDITIONAL WORK</b>	<b>Scale:</b> 1/50	<b>UNDP LIBRARY</b>  <b>PLAN FURNITURE OPTION 1</b>	<b>UNDP</b> <b>LANEKANG AVENUE</b> <b>VIENTIANE, LAO P.D.R</b> <b>P.O. BOX 345</b> <b>TEL: 856-21-26 77 77</b> <b>FAX: 856-21-26 49 39 / 26 77 99</b>	 <b>ATELIERS DE LA PENINSULE</b> <b>ARCHITECTE</b>  <small>042 Phangon By Street          PO BOX 9027          Vientiane LAO PDR          Tel: 856-21 218069 / 218019          Fax: (856-21) 219020          email: francois.greck@atelierspeninsule.com</small>
	<b>Date:</b> 08/02/2011  <b>Design By:</b> S.MANTHANA			

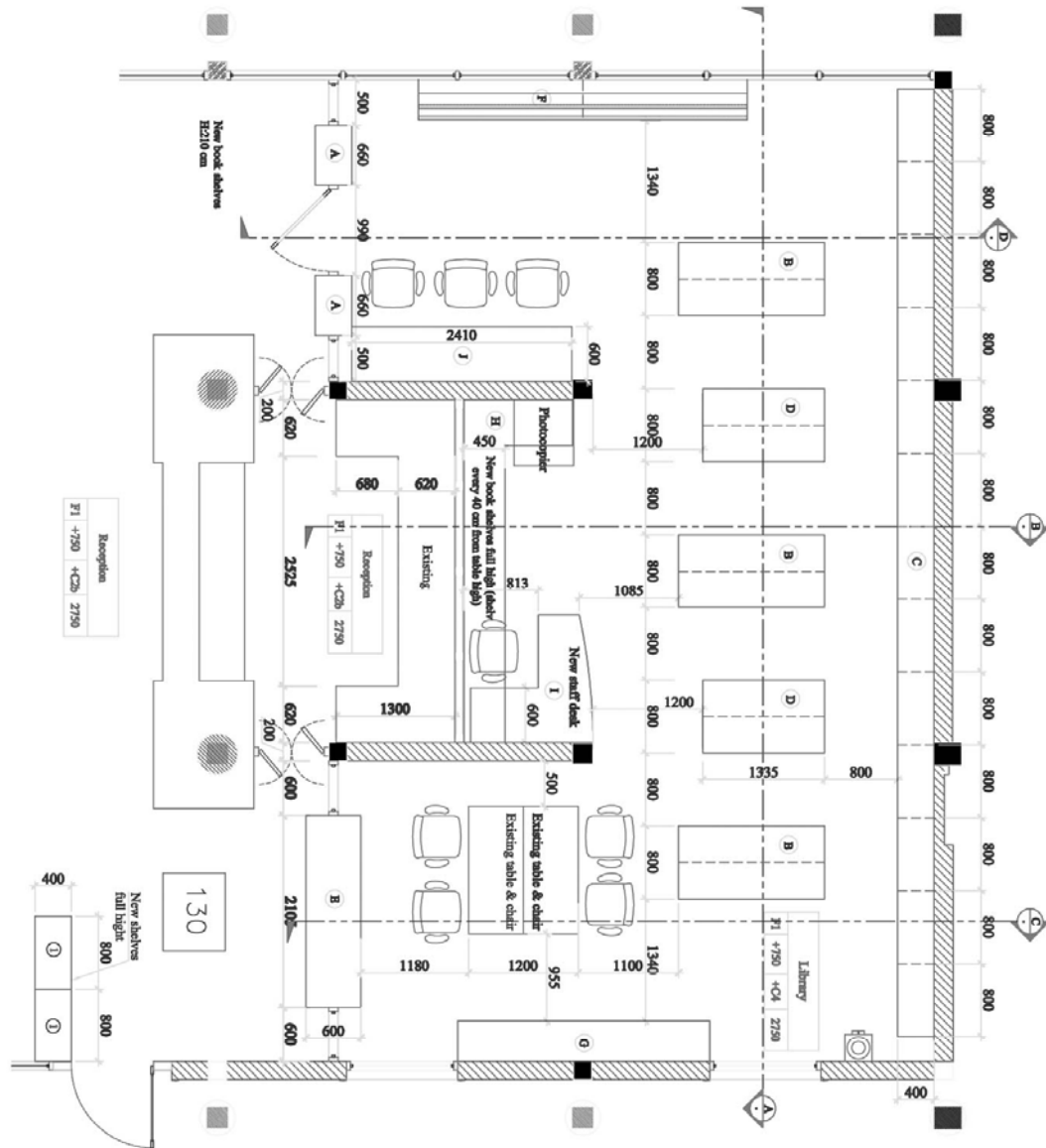



Planche No -	Scale: 1/50	<b>UNDP LIBRARY</b>	UNDP LANXANG AVENUE VIENTIANE, LAO P.D.R. P.O. BOX 345 TEL: 856-21-26 77 77 FAX: 856-21-26 49 39 / 26 77 99	 <b>ATELIERS DE LA PENINSULE</b> ARCHITECTS <small>042 Phengs By Street          PO BOX 9027          Vientiane LAO 7000          Tel :856-21) 215069 / 219019          Fax :856-21) 219020          email: francois.greck@ateliersgroup.com</small>
Phase: ADDITIONAL WORK	Date: 08/02/2011			
Architect : F.GRECK	Design By: S.MANTHANA			



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.