Subject: Request for Quotation – Notebooks

Reference: RFQ/IHDP/ICT/08/2010

Dear Sir/Madam,

The United Nations University in Bonn hereby solicits your bid for three notebooks.

Bids are required to be submitted via email to procurement@vie.unu.edu or by mail to the United Nations University Vice Rectorate in Europe (UNU-ViE) no later than October 29, 2010.

This Request for Quotation (Angebotsabfrage) consists of this document and the following annexes:

Annex I Request for Quotation Sheet
Annex II General Terms and Conditions
Annex III General Conditions of Purchase Order

Bids can be received both in English or German.

With best regards,

Procurement Operations Team
United Nations University Bonn
### Annex I Request for Quotation Sheet

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
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| 1   | **NOTEBOOK**  
**Processor:** Core i5-520M or equivalent, 2.40 GHz  
**Operating system:** Genuine Windows 7 Ultimate 64  
**Operating system language:** Genuine Windows 7 Ultimate 64 US English  
**Windows 7 Ultimate Downgrade Microsoft Windows XP - English**  
**Display type:** 12.1” WXGA LED Panel, 2x2 antenna; with Camera and Wireless Broadband Upgradeable  
**Total memory:** 4 GB PC3-8500 DDR3 SDRAM 1067MHz SODIMM Memory (2 DIMM)  
**Keyboard:** Keyboard US English  
**Pointing Device:** Track Point and Touch pad  
**Hard Drive:** 320 GB Hard Disk Drive, 7200rpm  
**System expansion slots:** 5-1 Media Card Reader and Modem  
**Battery:** 9 cell Li-Ion Battery  
**Power cord:** Country Pack Europe: Germany  
**Bluetooth:** Bluetooth w/ antenna  
**Integrated Wi-Fi wireless LAN adapters:** Wireless b/g/n standard  
**Integrated mobile broadband:** Integrated Mobile Broadband - Upgradable  
**Language Pack:** Win7 Language Pack US English  
**Weight:** 1.4 kg  
**Dimensions:** 29.5 cm x 21 cm x 3.5 cm  
**Warranty:** 3YR NBD Onsite + ProtectionPlan |
|     | Quantity | Price per Unit (EUR) | Total Amount (EUR) |
|     | 2        |                      |                   |
| 2   | **NOTEBOOK**  
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<td>Add: Misc. charges(if any)</td>
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<tr>
<td>Freight (if applicable)</td>
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<tr>
<td><strong>Grand Total</strong></td>
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</tbody>
</table>

Vendor Name

Payment terms: 

Discount offered: 

Delivery date: 

Name of Authorized Official

Signature

Date

Annex II General Terms and Conditions

Submission of bids

Bids must be submitted in the English language or German language on the Requirement specified in this Request for Quotation. Bidders must provide all requisite information under this RFQ and clearly and concisely respond to all points set out in the RFQ. However, unnecessarily elaborate brochures and other presentation beyond those sufficient to present complete and effective Bids, are not encouraged.

Technical Specifications of Requirement

No changes, substitutions or other alterations to the technical specifications of requirement stipulated in this RFQ document will be accepted unless approved in writing by the United Nations University (UNU).

No Commitment

This RFQ does not commit the UNU to award a contract or to pay any costs incurred in the preparation or submission of bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any bid submitted will be regarded as an offer made by the bidder and not as an acceptance by the bidder of the offer made by the UNU. No contractual relationship will exist except pursuant to a written contract document signed by the duly authorized official of the UNU Procurement Service and by the selected bidder. This RFQ does not commit the UNU to consider any bid or to award a contract. If the bid is submitted on an “all or none” basis, it should clearly state so.

Criteria for Evaluation

All bids will be evaluated in accordance with the provisions of the UN Financial Regulations and Rules and established procedures of the UN, as well as the requirements of this RFQ. The following criteria will be considered in evaluating the bids:

a. Compliance with technical requirements;
 b. Earliest delivery time;
 c. Discounts offered; and
 d. Lowest cost to the UNU.

Payment Terms

The UN Financial Regulations and Rules preclude advance payments or payments by letter of credit. Such provisions in a bid will be prejudicial to its evaluation by the UN. The normal terms of payment by the UN are 30 days (although discounted items for early payment may be considered if offered by bidders) upon satisfactory delivery of goods or performance of services, acceptance thereof by the UNU and certification by the UNU of the Contractor’s invoice. Bidders must therefore clearly specify in their bids the payment terms being offered.

Validity of Bids

Bids shall remain open and valid for acceptance for a period of at least 15 days from the date of opening specified in this RFQ:

Rejection of Bids and Split Awards

The UNU reserves the right to reject any and all bids if they inter alia:

i. are received after the deadline stipulated in the RFQ;
 ii. are not properly marked or addressed as required in the RFQ;
 iii. are delivered to another UN office location than the one required in the RFQ;
 iv. are unsolicited;
 v. contain an alternate bid; or
 vi. are not otherwise in compliance with this RFQ.
The UNU also reserves the right to split an award between any bidders in any combination as it may deem appropriate and the bidders must be willing to accept partial awards.

Withdrawal and Modification of Bids

Bids may be modified or withdrawn in writing, prior to the bid closing time specified therein. Bids may not be modified or withdrawn after that time.

Errors in Bids

Bidders or their authorized agents are expected to examine any maps, drawings, specifications, circulars, schedules and other instructions pertaining to the work, made available by the UN to the bidders for inspection. Failure to do so will be at the bidder’s own risk. In case of error in the totalling of prices, the unit price will govern.

Confidentiality

This RFQ or any part thereof, and all copies thereof must be returned to the UNU upon request. It is understood that this RFQ is confidential and proprietary to the UNU, contains privileged information, part of which may be copyrighted, and is communicated to and received by bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of the UNU, except that bidder may exhibit the specifications to prospective sub-contractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the RFQ, bidders will be bound by the contents of this paragraph whether or not their company submits a bid or responds in any other way to this RFQ.

Rights of the UN

All UNU vendors shall adhere to the highest ethical standards, both during the procurement process and throughout the performance of a contract.

If the UNU determines that a vendor has engaged in collusive bidding, has received improper assistance, engaged in corrupt practices, or conflict of interest situations, then notwithstanding any other legal rights or remedies it may have, the UNU reserves the right to reject any bid or recommendation to award a contract to such vendor.
Annex III General Conditions of Purchase Order

A. PAYMENT

In the case of goods to be delivered to the United Nations University (hereafter referred to as the UNU) in Tokyo, the UNU shall make payment within 30 days of receipt of (a) the goods and (b) the invoice and other documents specified in this Contract, whichever (a) or (b) is the later.

In the case of goods to be delivered elsewhere the UNU shall, unless otherwise specified in this Contract, make payment within 30 days of receipt of (a) the Vendor’s invoice for the goods and (b) copies of the customary shipping documents and other documents specified in this Contract, whichever (a) or (b) is the later.

Unless otherwise authorized by the UNU, a separate invoice must be submitted in respect of each shipment under this Contract and such invoice must bear the Purchase Order Number appearing on the top left hand corner of the face of this document.

The prices shown herein may not be increased except by express written agreement of the UNU. The UNU will not pay any charge for late payments unless expressly agreed to in writing.

The UNU 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 Contract: payment for any goods pursuant to this Contract shall not be deemed an acceptance of the goods.

B. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations University provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct taxes and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Vendor authorizes the UNU to deduct from the Vendor’s invoice any amount representing such taxes or duties charged by the Vendor to the UNU. Payment of such corrected invoiced amount shall constitute full payment by the UNU. In the event any taxing authority refuses to recognize the UNU exemption from such taxes, the Vendor shall immediately consult with the UNU to determine a mutually acceptable procedure.

C. EXPORT LICENSES

If an export license or licenses are required for the goods, the Vendor shall obtain that license or licenses.

D. RISK OF LOSS

Risk of loss, injury or destruction to the goods shall be borne by the Vendor until physical delivery of the goods has been completed in accordance with this Contract.

E. FITNESS OF GOODS INCLUDING THEIR PACKAGING

Vendor warrants that the goods, including their packaging, conform to specifications and are fit for the purpose for which such goods are ordinarily used and for purposes expressly made known to the vendor by the UNU, and are free from defects in workmanship and materials. The Vendor also warrants that the goods are contained or packaged in a manner adequate to protect the goods.

F. RIGHTS OF THE UNU

In case of failure by the Vendor to perform under the terms and conditions of this Contract, including but not limited to failure to obtain necessary export licenses or to make delivery of all or part of the goods by the agreed delivery date or dates, the UNU may, after giving the Vendor reasonable notice to perform and without prejudice to any of the rights or remedies, exercise one or more of the following rights:

1. Procure all or part of the goods from other sources, in which event the UNU may hold the Vendor responsible for any excess cost occasioned thereby. In exercising such rights the UNU shall mitigate its damages in good faith;
2. Refuse to accept delivery of all or part of the goods;
3. Terminate this Contract.

G. ASSIGNMENT AND INSOLVENCY

1. The Vendor shall not, except after obtaining the written consent of the UNU, assign, transfer, pledge or make other disposition of this contract, or any part thereof, or any of the Vendor’s rights or obligations under this Contract.

2. Should the Vendor become insolvent or should control of the Vendor change by virtue of insolvency, the UNU may, without prejudice to any other rights or remedies, terminate this Contract by giving the Vendor written notice of termination.

H. USE OF UNU NAME AND EMBLEM

The Vendor shall not use the name, emblem or official seal of the United Nations University or any abbreviation of the name United Nations University for any purpose.

I. PROHIBITION ON ADVERTISING

The Vendor shall not advertise or otherwise make public that the Vendor is furnishing goods or services to the UNU.

J. ARBITRATION

Any controversy or claim arising out of or in connection with this Contract or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

K. PRIVILEGES AND IMMUNITIES

Nothing in or relating to these General Conditions or this Contract shall be deemed a waiver of any of the privileges and immunities of the UNU, including its subsidiary organs.