



REQUEST FOR QUOTATION (RFQ) (Goods)

Supply, installation, testing and commissioning of an energy Monitoring and Verification system	DATE: April 26, 2019
	REFERENCE: 1-190401

Dear Sir / Madam:

We kindly request you to submit your quotation for **Supply, installation, testing and commissioning of an energy Monitoring and Verification system for CAPITALAND - FELIZ en VISTA Residential buildings (Block B and C)**, Ho Chi Minh City 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 7, 2019 (Hanoi time)** and via e-mail, courier mail or facsimile to the address below:

United Nations Development Programme
304 Kim Ma street, Hanoi
Ms. Luu Ngoc Diep, Procurement Associate
Tel.: 024-38500200; Email: luu.ngoc.diep@undp.org

Quotations submitted by email must be limited to a maximum of **30 MB per email**, virus-free and no more than *[indicate number]* 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.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

Delivery Terms [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input checked="" type="checkbox"/> DAP <input checked="" type="checkbox"/> Other	
Customs clearance ¹ , if needed, shall be done by:	<input type="checkbox"/> UNDP <input checked="" type="checkbox"/> Offeror with support from UNDP on required papers <input type="checkbox"/> Freight Forwarder	
Exact Address/es of Delivery Location/s (identify all, if multiple)	Block B&C, CAPITALAND - FELIZ EN VISTA Building, District 2, Ho Chi Minh City	
UNDP Preferred Freight Forwarder, if any ²	N/A	
Distribution of shipping documents <i>(if using freight forwarder)</i>	N/A	
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	<input checked="" type="checkbox"/> As per Delivery Schedule indicated in the TOR	
Delivery Schedule	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required	
Mode of Transport	<input checked="" type="checkbox"/> AIR	<input checked="" type="checkbox"/> LAND
	<input checked="" type="checkbox"/> SEA	<input type="checkbox"/> OTHER <i>[pls. specify]</i>
Preferred Currency of Quotation ³	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency: Vietnam Dong	
Value Added Tax on Price Quotation ⁴	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes	

¹ Must be linked to INCO Terms chosen.

² 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.

³ 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.

⁴ 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.

After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of 12 months <input checked="" type="checkbox"/> Technical Support <input checked="" type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair <input checked="" type="checkbox"/> Others: <ol style="list-style-type: none"> 1. Provide physical training and instruction guidelines/ user manual/ technical specs, and as-built drawings to the building owner team on how to use the system, 2. Provide a final report about work performance, testing and commissioning and stating all important matters/ instructions. 3. Provide assistance for troubleshooting and necessary maintenance works during the warranty time (12 months)
Pre-Bid meeting Participation by Bidders in this pre-bid conference is strongly recommended	Date & Time: May 9, 2019 10:00 AM Venue : Green One UN House, 304 Kim Ma, Ha Noi <i>Please send your registration to the UNDP focal point for the arrangement before 9 May 2019:</i> Luu Ngoc Diep Telephone: +84 24 38500200 E-mail: luu.ngoc.diep@undp.org Please provide the names of persons who will attend on behalf of your firm (maximum 2 attendees per firm)
Deadline for the Submission of Quotation	COB, Friday, June 07, 2019 and Hanoi time Final price shall be a lump-sum price and cover for all technical, administrative and management requirements.

Site visits	<p>Important Notes: Before the bid submission, it is recommended that the bidder should make the site visit to the buildings which will be arranged during working hours between 12 – 17 May 2019 in order to:</p> <ul style="list-style-type: none"> i) Recheck and re-assess about the relevance and accuracy of technical specifications provided by the EEBC project team to ensure this energy M&V is fulfilling its objectives; ii) Provide updated Bill of Quantities, single line diagram and installation drawings; and iii) Provide technical and financial offers for the supply, installation, Testing and commissioning of the energy Monitoring and Verification system and all necessary sub-materials (conducts, wires, etc.) for the buildings and its list of encompassed elements below (including all potential necessary adjustments/ modifications to initially provided technical specs to achieve expected objectives as stated in the TOR. <p>Interested bidders are requested to plan the site visit during the above-mentioned dates and send the request to UNDP at least 3 days before the proposed date. Please noted that, Capitaland will not accept the site visit request without introduction by UNDP or EEBC project management unit.</p> <p>Please fill and sign the enclosed Visitors' Request Form and send to: Ms. Vu Thi Thu Hang Email: vu.thi.thu.hang@undp.org Tel.: +84 24 38500138</p>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others
Documents to be submitted ⁵	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2 and Annex 4 , and in accordance with the list of requirements in Annex 1 ; <input checked="" type="checkbox"/> 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; <input checked="" type="checkbox"/> Quality Certificates (ISO, etc.) if any; <input checked="" type="checkbox"/> Latest Business Registration Certificate with registered representative office or branch office in Viet Nam; <input checked="" type="checkbox"/> Having an authorization for selling M&V system device by manufacturer or a certificate of partnership / collaboration or equivalent documents

⁵ First 2 items in this list are mandatory for the supply of imported goods

	<input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input checked="" type="checkbox"/> <u>Certificate of origin</u> , be without any defect and do not contain any toxic materials. Please refer to Annex 5 – Submission Checklist for further details.																				
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 120 days 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	<input checked="" type="checkbox"/> Not permitted																				
Payment Terms ⁶	Payment amounts will be paid upon implementation of the work and submission of the products with satisfactory acceptance by PMU/MOC-UNDP according to the timeline as follows: <table border="1" data-bbox="609 924 1421 1480"> <thead> <tr> <th>#</th> <th>Indicative timeline</th> <th>Work done and product submitted to PMU</th> <th>Payment amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Quarter 2/2019</td> <td>Submission and Approval of Report for completed tasks under 3.1</td> <td>20%</td> </tr> <tr> <td>2</td> <td>Quarter 3/2019</td> <td>Submission and approval of report on completed tasks under 3.2</td> <td>30%</td> </tr> <tr> <td>3</td> <td>Quarter 4/2019</td> <td>Submission and approval of report on completed tasks under 3.3 and 3.4</td> <td>45%</td> </tr> <tr> <td>4</td> <td>Quarter 4/2020</td> <td>Submission and approval of report on completed tasks under 3.5 (warranty period of 12 months)</td> <td>5%</td> </tr> </tbody> </table>	#	Indicative timeline	Work done and product submitted to PMU	Payment amount	1	Quarter 2/2019	Submission and Approval of Report for completed tasks under 3.1	20%	2	Quarter 3/2019	Submission and approval of report on completed tasks under 3.2	30%	3	Quarter 4/2019	Submission and approval of report on completed tasks under 3.3 and 3.4	45%	4	Quarter 4/2020	Submission and approval of report on completed tasks under 3.5 (warranty period of 12 months)	5%
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⁶ 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 cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Full compliance to requirements and technically qualified bid offering the lowest price ⁷ <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criteria and cannot be deleted regardless of the nature of services required]</i>
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier <input type="checkbox"/> One or more Supplier, depending on the following factors:
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Long-Term Agreement ⁹ <i>(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)</i> <input checked="" type="checkbox"/> Other Type/s of Contract: Contract for Goods http://www.vn.undp.org/content/dam/vietnam/docs/Legalframework/Contract%20Face%20Sheet%20(Goods%20and-or%20Services)%20UNDP%20-%20Sept%202017.pdf
Conditions for Release of Payment	<input checked="" type="checkbox"/> UNDP acceptance of all deliverables as indicated in payment terms above
Annexes to this RFQ ¹⁰	<input checked="" type="checkbox"/> Specifications of the Goods and services Required – TOR (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). <input checked="" type="checkbox"/> Annex 4 <input checked="" type="checkbox"/> Annex 5 Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.

⁷ UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term “more superior” as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

⁹ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation

¹⁰ Where the information is available in the web, a URL for the information may simply be provided.

<p>Contact Person for Inquiries (Written inquiries only)¹¹</p>	<p><i>Ms. Luu Ngoc Diep</i> <i>Procurement Associate</i> <i>Tel.: 024 38500200 Email: luu.ngoc.diep@undp.org</i> 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.</p>
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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 re-computation 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.

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:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

¹¹ 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 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 : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,

*Tran Thi Hong
Head of UNDP Procurement Unit
April 26, 2019*

TERMS OF REFERENCE

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AN ENERGY MONITORING AND VERIFICATION SYSTEM FOR CAPITALAND - FELIZ EN VISTA RESIDENTIAL BUILDINGS (BLOCK B AND C)

Task Location:	FELIZ EN VISTA building, D.2, HCMC
Direct Supervisor:	National Project Manager/ Project Director, UNDP
Duration of Appointment:	June – December 2020 (95% of tasks is expected to be completed by December 2019)
National:	Viet Nam

1) GENERAL BACKGROUND

Viet Nam is facing up with challenges associated with urbanization and modernization, especially deterioration of natural resources, exhaustion of fossil fuel energy, increase in emission of greenhouse gases, and environment pollution. The report by World Business Council for Sustainable Development (WBCSD)¹² showed that energy use in buildings accounts for 40% of the world energy use and generates an amount of CO₂ emissions accounting for 30%. Urbanization pace is expected to increase 45% by 2020, resulting in higher energy demand in building sector.

In response to the challenges, Vietnamese Government has set forth many sustainable solutions, namely: National targeted program on climate change, National Strategy and Action Plan on Green Growth, Law on Energy Efficiency and Conservation. These are important legal bases for implementing activities on energy efficiency in building sector, namely the Decision No. 811/QĐ-BXD by the Ministry of Construction dated 18 August 2016 on Action Plan in response to climate change of the Building sector, period of 2016-2020; the Energy Efficiency building code (QCVN 09:2013) and the Green Growth Action Plan of the construction sector.

Under this situation, the Ministry of Construction (MOC) in cooperation with the United Nations Development Program (UNDP) implements the Project “Energy Efficiency Improvement in Commercial and High-Rise Residential Buildings in Viet Nam” (EECB project) funded by Global Environment Fund (GEF). The Project’s goal is to reduce intensity of GHG emissions from the building sector in Viet Nam. The project objective is to improve the energy utilization performance of commercial and high-rise residential buildings in Viet Nam. Realization of this objective will be achieved through implementation of three components: (i) Improvement and Enforcement of Energy Efficiency Building Code; (ii) Building Market Development Support Initiatives, and (iii) Building EE Technology Applications and Replication.

To contribute to this process, it is expected that the EECB project will follow up and record actual energy consumption of demonstration projects during their operations. The project will provide support to demonstration building projects owner by supporting supply, installation and commissioning of energy Monitoring and Verification (M&V) system for their building.

Hence the UNDP and EECB PMU are looking for qualified local contractor for the supply, installation, commissioning and related training of energy M&V system for the Feliz En Vista residential buildings (block B and C).

¹² Report on Energy Efficiency in buildings by WBCSD issued on 18/03/2010

2) OBJECTIVES OF ASSIGNMENT

The selected contractor shall supply, install and commission energy M&V system (with requested functions) for the Capitaland - Feliz en Vista 02 residential buildings (for both Block B&C) in district 2, HCMC.

The selected bidder shall be expected to be further engaged in supply, installation, commissioning and related training of similar energy M&V systems for 3 other buildings (1 in Hanoi and 2 in HCMC) during the contract implementation period subject to:

- (i) the agreement of the M&V specification with the respective building owners;
- (ii) the satisfactory performance of the installation and commission of the M&V system for Capitaland buildings;
- (iii) competitive offer of M&V systems to be required for the new buildings and
- (iv) same rates for consultancy fee and other costs to be applied for the new buildings

3) SCOPE OF WORK

The general scope of work is to supply, install and commission an energy monitoring and verification system, including all necessary devices, equipment and sub materials (i.e. conducts, wiring, etc.).

In order to achieve such an objective, it is expected for the bidders to undertake (at least) the following tasks:

- 3.1 Define a tentative supply and installation work plan, detailing all tasks to be undertaken, a precise work schedule, the list of assigned persons to perform the work (including CVs demonstrating their experience in the field), and the expected need for coordination with all relevant and involved parties.
- 3.2 Supply, install, connect/interface with any existing monitoring system (BMS, etc.), test and commission the energy M&V system in coordination with building owner and UNDP consultants team.
- 3.3 Provide physical training and instruction guidelines/ user manual/ technical specs, and as-built drawings to the building owner team on how to use the system,
- 3.4 Provide a final report about work performance, testing and commissioning and stating all important matters/ instructions.
- 3.5 Provide assistance for troubleshooting and necessary maintenance works during the warranty time (12 months)

Remark: the scope of supply and all complementary information are referenced in Annexes: ***Annex 1.1: M&V system functions and reporting system, Annex 1.2: Device specifications, Annex 1.3: Bill of Quantity.***

The financial offer should be broken down and detailed following the provided structure of the bill of quantity in Annex 1.3.

4) DURATION OF ASSIGNMENT, DUTY STATION

Duration and Timing: June 2019 to December 2020. The commissioning of the M&V system shall be completed by December 2019 at the latest.

Duty station: The service is to be provided in Dist.2, Ho Chi Minh City.

5) PRODUCTS TO BE SUBMITTED

- a) The energy M&V system shall meet all technical specifications described in Annex 1.1 and shall be supplied within 30 days after written notice from UNDP or PMU.

This M&V system shall:

- Enable a breakdown of the total energy consumption, on hourly, daily, monthly and yearly basis.
- Be encompassing and monitoring the energy consumption the following elements:
 1. Total energy consumption of each block B&C
 2. Energy consumption of every Apartment at a typical floor (26th Flr. at both TOWER B&C) – 25units
 3. Energy consumption of Lighting/Plug/Socket load in common areas at the typical floor (26th Floor).
 4. Energy consumption of Pump systems of building Blocks B&C through the main Pump DB panel.
 5. Energy consumption of Elevator systems of building Blocks B&C through the main Elevator DB panel.

Besides, the M&V system shall be comprised of a network of interoperable, stand-alone digital controllers communicating via LonMark™/LonTalk™ and/or BACnet™ communication protocols to a Network Area Controller (NAC).

The M&V system shall consist of non-invasive clamp multi-meters (power meter), indicating (i.e. instruction) devices, interface equipment, other apparatus and accessories required to monitor mechanical and electrical systems. It shall also provide a way to display, store and print data reports of total and broken-down energy consumptions.

It should also be provided with ready to use with a Workstation to gather, analyse and enable display and printing of collected data for each building.

- b) All related materials, sub materials and labour to install; testing and commissioning, and training about this M&V system shall be included in the offer.
- c) All related reports of the work progress and results of the services with expected details as below:

The timetable of reports/products submission is as follows.

No	Indicative timeline	Work done and product submitted to PMU
1	Quarter 2/2019	An Inception report / technical report justifying about potential technical changes if needed and tentative plan for works implementation).
2	Quarter 2/2019	A report on the installation work plan, organisation, updated BoQ and single line diagram, installation drawings, and equipment technical specification for each building (Task 3.1)
3	Quarter 3 / 2019	Testing and commissioning and handover report for each building (Task 3.2)
4	Quarter 4 / 2019	Training performance report and final hand-over report for each building. (Tasks 3.3, 3.4)
5	December 2020	Report on completion of task 3.5

6) PROVISION OF MONITORING AND PROGRESS CONTROLS

The selected Contractor shall perform required tasks under the direct supervision of CAPITALAND – Feliz en Vista Building project representatives, the UNDP team of technical experts, and the PMU Project Manager.

The Contractor shall regularly report to the Project Management Unit (PMU)/MOC-UNDP on the work progress.

After the signing of the contract, the selected Contractor, PMU and UNDP shall agree on the mechanism and actual timeline of reporting requirements.

7) DEGREE OF EXPERTISE AND QUALIFICATIONS

Minimum qualifications and experience of the Contractor are as follows:

- Having an authorization for selling M&V system device by manufacturer or a certificate of partnership / collaboration or equivalent documents
- The Contractor shall demonstrate at least ten-year experience in designing, supplying, installing, commissioning and performing training for Building Management Systems (BMS) or Energy Monitoring and Verification systems for the building construction sector.
- The Contractor shall demonstrate previous implementations of, at least, five contracts for the supply and installation of Energy Monitoring system in buildings.
- The Contractor shall be able to appoint, at least, three key technical persons that meet following requirements:
 - (i) Bachelor’s degree in engineering fields such as electronics, electrical, mechanical, or any such relevant engineering fields;
 - (ii) Having, at least, five–year experience in BMS systems installation works and technical support to customers in Viet Nam.

8) ADMIN SUPPORT AND REFERENCE DOCUMENTS

Project Management Unit (PMU)/MOC-UNDP will assist the selected Contractor with administrative support related to, but not necessarily limited to:

- Coordination work with CAPITALAND building representatives to plan and implement the work.
- Organising necessary meeting(s).

9) PAYMENT TERMS

Payment amounts will be paid upon implementation of the work and submission of the products with satisfactory acceptance by PMU/MOC-UNDP according to the timeline as follows:

No of payment	Indicative timeline	Work done and product submitted to PMU	Payment amount
1	Quarter 2/2019	Submission and Approval of Report for completed tasks under 3.1	20%
2	Quarter 3/2019	Submission and approval of report on completed tasks under 3.2	30%
3	Quarter 4/2019	Submission and approval of report on completed tasks under 3.3 and 3.4	45%
4	Quarter 4/2020	Submission and approval of report on completed tasks under 3.5 (warranty period of 12 months)	5%

10) CONTRACTOR PRESENCE REQUIRED ON DUTY STATION/PMU/MOC PREMISES

NONE

PARTIAL

INTERMITTENT

FULL-TIME

Annex #1.1: M&V system functions and reporting options

Data collection should ensure both digital or analogic energy data values collection and reporting.

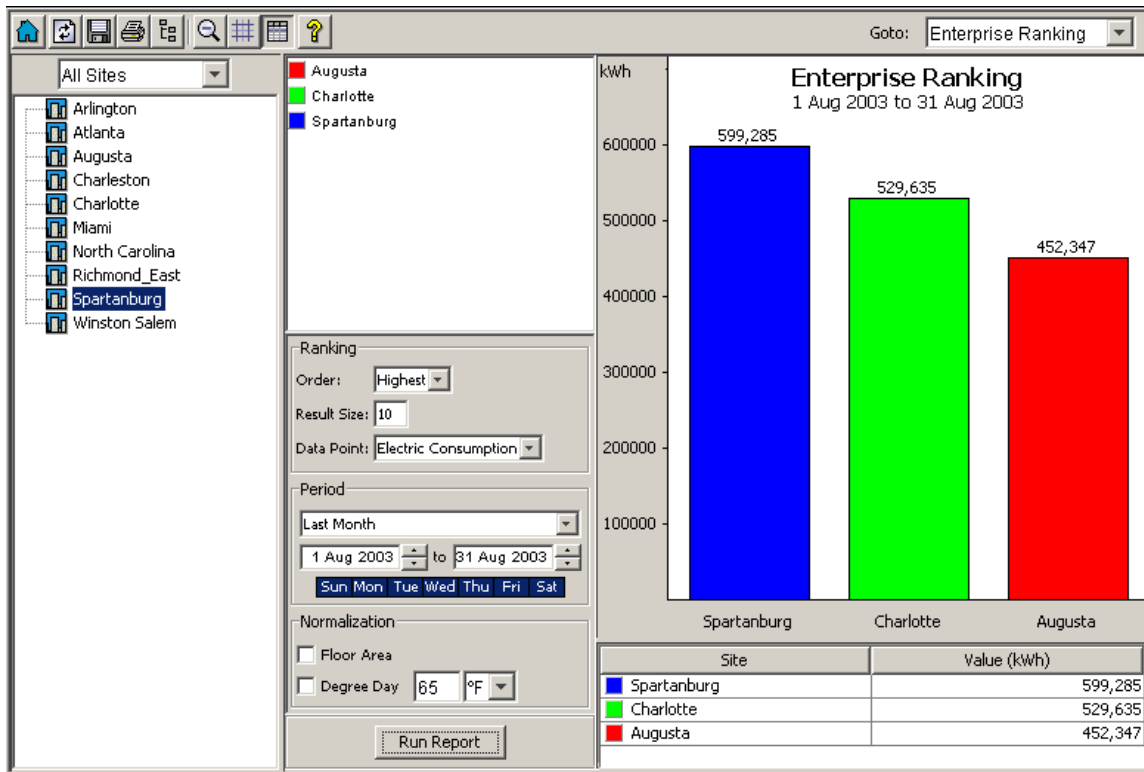
Energy managers/ facility manager shall be able to work out reports to analyse lighting, HVAC, and other stated equipment energy consumption to enable the definition of Energy Efficiency and Conservation strategies.

Total energy consumption and energy consumption breakdown data follow up should be possible for all main equipment quoted in 3.2.

The system should provide a clear visual display option, and allow analysis of total and energy consumption breakdown for listed pieces of equipment in Part 3.

Such data recording and visualization should be possible on an instantaneous basis, and can be extracted on hourly, daily, weekly, monthly and yearly basis.

This M&V system should also allow printings of raw and processed data as well as illustrating graphs (as examples displayed below).



Annex #1.2: Device specifications

Devices and materials must be brand new, and possess a certificate of origin, be without any defect and do not contain any toxic materials.

Device and materials are expected be provided with a 12 months warranty period minimum, in case some pieces of equipment are entitled a longer warranty period by manufacturers, specific warranty certificates should also be provided.

1. General specification

Major device manufacturer	The Software, DDC, IO module must be supplied by the same manufacturer. Manufacturer from G7/EU and Origin from G7/EU
Major device manufacturer	Manufacturer must have representative office or branch in Viet Nam for guarantee, technical support and maintenance.

2. Devices

2.1 Central devices

2.1.1 Client PC

Microprocessor	Minimum Intel Core i5
RAM	Minimum 4GB
Hard Drive	Minimum 1TB SATA 7.2K RPM
Graphics	Minimum 1 GB
Operating system	Windows 7

2.1.2 Network switch

Ports	24
Speed	10/100/1000MB

2.1.3 Laser printer

Print speed	Minimum 20 page / min
Resolution	Minimum 600 x 600 dpi

2.1.4 UPS

Power	3KVA
Capacity	8 min full load

2.1.5 Software

Manufacturer	Manufacturer/Origin from G7/EU. The Software, DDC, IO module must be supplied by the same manufacturer.
<i>Platform</i>	Base on Niagara framework N4

<i>Web GUI</i>	Support Mobile web application.
	User interface (UI) can be accessed by any Web browsers support HTML5.
	Supports unlimited number of User interface via the Internet / intranet with a standard web browser.
	Providing access to alarm, logs, graphics and configured through standard web browsers.
	Log records for database changes, database storage, and backup, time functions, scheduling, scheduling, control, and energy management programs.
<i>Alarm application</i>	Allow user sent alarm to at least 4 objects:
	1. User interface
	2. Printer
	3. Email
	4. SMS message
Report	In addition to the available report templates, user can create report templates.
	Generate reports manually or automatically, defining when to export reports.
	Report can be sent via email.
Scheduling	Week schedule
	Holiday schedule.
Security	Password security includes limited time passwords, password history, strong password support, and password change mandatory the first time you sign in.
	Advanced Certificate Management includes tools for managing self-signed certificates and third parties. This is a critical requirement for system security.
Graphics	The graphics library is updated with realistic and 3-D images for HVAC equipment and general graphics.
	Allows users to define attributes of color, font, icon to meet custom requirements.
Help	The HTML-based help includes full online documentation.
<i>Config application</i>	Provides online and offline use of graphical configuration tools and Java object libraries.
	Configuration and program applications are included in BMS software.

<i>Protocol</i>	Support all BMS standard protocol Bacnet, Lon, Modbus, KNX, SNTP without different license for each protocol.
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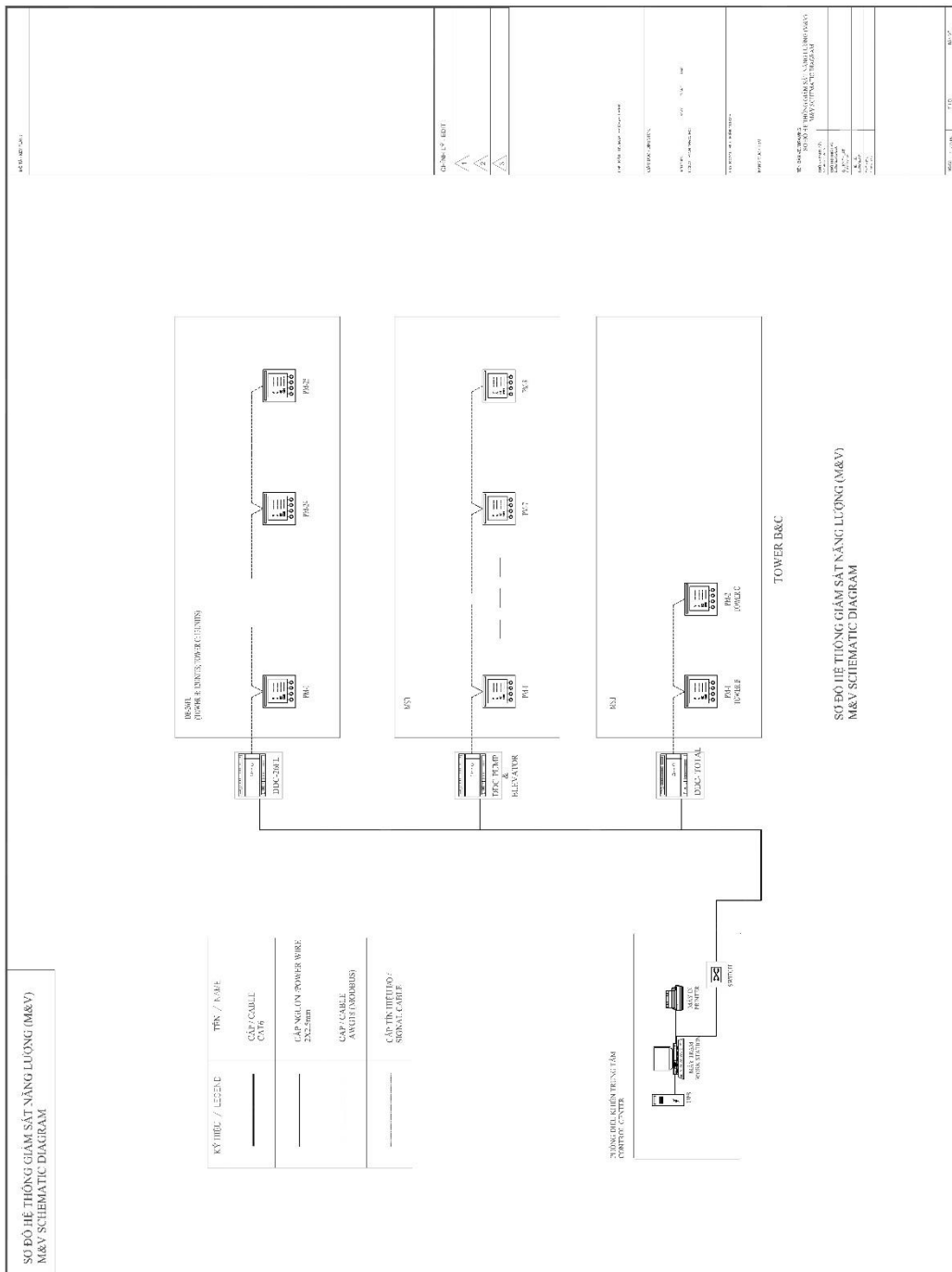
2.1.6 DDC IP integrate gateway Modbus

Manufacturer	Manufacturer/Origin from G7/EU The Software, DDC, IO module must be are supplied by the same manufacturer.
Real-time clock	Available real time clock
Ethernet port	Minimum 10/100 Mbps Ethernet port
Web services	Embedded XML Web service with customizable user interface.
RS485	Minimum 1 port
Integrated gateway	Mbus/Modbus via RS485
USB port	Minimum 1 usb port for local configuration and program
Rs232 Port	Minimum 1 rs232 port for local configuration or local lcd screen
Ambient ratings	-25° ... 55° C
	5 – 95% RH (non-condensing)
Approvals	EN, FCC, UL-916, BTL

Annex #1.3: Bill of Quantity

Code	Scope of work	Unit	Quantity
	M&V SYSTEM		
1.0	DDC Controller		
1.1	DDC-26FL (Tower B & Tower C)		
	Bacnet IP DDC + Support ModbusRTU 32 devices	Pcs	2
	DDC panel and accessories	Pcs	2
1.2	DDC-PUMPS&ELEVATOR (Tower B & Tower C)		
	Bacnet IP DDC + Support ModbusRTU 32 devices	Pcs	2
1.3	DDC-TOTAL		
	Bacnet IP DDC + Support ModbusRTU 32 devices	Pcs	1
	DDC panel and accessories	Pcs	1
2.0	FIELD DEVICES		
	Power meter (non-invasive, clamp)	Pcs	41
3.0	OPERATOR WORKSTATION		
3.1	Client (include Window 7 license)	Pcs	2
3.2	Laser printer	Pcs	2
3.3	UPS 3KVA online	Pcs	2
3.4	Switch 24-port 10/100/1000MB	Pcs	2
3.5	M&V Software 2500 point	Pcs	1
3.6	License energy management software 500 point	Pcs	1
4.0	ENGINEERING COST		
	Programing, Testing and Commissioning that included	Lot	1
	- Software logic programing		
	- Colour graphic editing		
	- Database management		
	- Interfacing		
5.0	INSTALLATION COST		
5.1	Labor installation – testing and Commissioning costs	Lot	1
5.2	Sub materials cost (wires, conducts, accessories, etc)	Lot	1

Annex #1.4: M&V Schematic diagram



Annex #1.5: Evaluation Criteria

A. Evaluation Criteria of the M&V system

The M&V system will be technically qualified if all the points below meet the requirements (Yes)

Only bidders passing evaluation criteria of Part A will be further assessed under Part B below

No	Content	Yes/No
1	<i>M&V system</i>	
<i>1.1</i>	<i>General requirement</i>	
1.1.1	Possibility to measure, record and analyse digital and analogic data	
1.1.2	Possibility to track total energy consumption as well as the energy breakdown	
1.1.3	Possibility to clearly display, record and analyse total and broken-down energy consumption on instantaneous, hourly, daily, weekly, monthly and yearly basis	
1.1.4	Possibility to extract reports (digital and printable)	
1.1.5	Conformity with required BOQ	
<i>1.2</i>	<i>Specific requirement</i>	
1.2.1	Central devices	
	Client PC	
	Windows 7 software or equivalent <ul style="list-style-type: none"> • CPU intelcore I5 minimum • HDD 1.0TB minimum • RAM 4 GB minimum 	
	Network switch 24 ports, 10/100/1000 MB	
	UPS	
	<ul style="list-style-type: none"> • 3KVA • 8 minutes full load 	
	Software	
	Manufacturer from G7 / EU origin	
	Niagara framework N4	
	Support unlimited number of user interface	
	Logs records for database and customisable reports	
	Protocol support all BMS standard protocols BacNet, Lon, Modbus, KNX, SNTP	
	DDC IP integrated gateway Modbus	
	Manufacturer from G7/EU	
	Ethernet port mini 10/100 Mbps	
	Embedded XML Web server	

No	Content	Yes/No
	1 port RS 485	
	1 port USB and 1 port Rs232	
1.2.2	Sensors, non-invasive, clamp	
2	<i>Company Qualifications</i>	
	Having an authorization for selling M&V system device by manufacturer or a certificate of partnership / collaboration or equivalent documents	
	Have a representative office or a branch office in Viet Nam	
	Quality insurance system in place	
	Warranty time of 12 months after complete M&V system commissioning date.	
	Troubleshooting assistance for 12 months after hand-over	

B. Assessment criteria for the company's expertise and experience of providing the related services

Bidders obtaining 70% of the total 1000 points will be technically qualified for financial evaluation.

		Points
GRAND TOTAL		1000
1	Company and appointed staff evaluation criteria	700
1.1	Expertise of firm / organisation	400
	<i>At least 10-year experience in designing, supplying, installing and commissioning BMS or Energy Monitoring and Verification systems, together with technical training services and technical assistance to customers in Vietnam for such systems;</i>	200
	<i>Provide evidences of at least five contracts of supplying and installing technical BMS or energy M&V systems in Buildings in Viet Nam in the past last five years, with a value between VND 500 million – VND 5 billion per contract.</i>	100
	<i>Ability to supply equipment within 60 days upon signing of the contract.</i>	100
1.2	Expertise of staff	300
	<i>Project Manager:</i>	
	<i>(i) Bachelor's degree in engineering fields such as electronics, electrical or mechanical engineering</i>	50
	<i>(ii) Having, at least, five – year experience in managing design, supply and installation of BMS or Energy M&V systems in Viet Nam</i>	50
	<i>Site Manager</i>	
	<i>(iii) Bachelor's degree in engineering fields such as electronics, electrical or mechanical engineering</i>	50
	<i>(iv) Having, at least, five – year experience in designing, supplying and installing BMS or Energy M&V systems in Viet Nam</i>	50
	<i>Commissioning Engineer:</i>	
	<i>(i) Bachelor's degree in engineering fields such as electronics, electrical or mechanical engineering</i>	25
	<i>(ii) Having, at least, five – year experience in commissioning, troubleshooting BMS or Energy M&V systems in Viet Nam</i>	25
	<i>Trainer:</i>	
	<i>(i) Bachelor's degree in construction, electronics, automation or related fields</i>	25
	<i>(ii) Having 5 years' experience in performing training about BMS and Energy Monitoring systems</i>	25
2	Workplan and approach	300
	Proposal approach is appropriate and is based on results from the site visit	100
	Provision of a clear, detailed and feasible workplan and schedule	100

		Points
	Have tasks been clearly understood by the bidders?	100

Bidder passing Part A and Part B above and offer the lowest price will be selected.

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION¹³
(This Form must be submitted only using the Supplier's Official Letterhead/Stationery¹⁴)

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. 1-190401 and the List in Annex 4:**

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

Item No.	Required items with Specs in TOR	Offered items with brand name and specs by bidder	Unit	Quantity	Warranty period	Latest Delivery time after contract signing date	Unit Price (VND)	Total Price per Item (VND)
1.	M&V SYSTEM							
1.0	DDC Controller:							
1.1	DDC-26FL (Tower B & Tower C)							
	Bacnet IP DDC + Support ModbusRTU 32 devices		Pcs	2				
	DDC panel and accessories		Pcs	2				
1.2	DDC-PUMPS & ELEVATOR (Tower B & Tower C): Bacnet IP DDC + Support ModbusRTU 32 devices		Pcs	2				
1.3	DDC-TOTAL							
	Bacnet IP DDC + Support ModbusRTU 32 devices		Pcs	1				
	DDC panel and accessories		Pcs	1				
2.	FIELD DEVICES							
	Power meter (non-invasive, clamp)		Pcs	41				
3.	OPERATOR WORKSTATION							

¹³ This serves as a guide to the Supplier in preparing the quotation and price schedule.

¹⁴ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Item No.	Required items with Specs in TOR	Offered items with brand name and specs by bidder	Unit	Quantity	Warranty period	Latest Delivery time after contract signing date	Unit Price (VND)	Total Price per Item (VND)
3.1	Client PC (include Window 7 license): - Microprocessor: Minimum Intel Core i5 - RAM: Minimum 4GB - Hard Drive: Minimum 1TB SATA 7.2K RPM - Graphics: Minimum 1 GB - Operating system: Windows 7		Pcs	2				
3.2	Laser printer: - Print speed: Minimum 20 pages/ min - Resolution: Minimum 600 x 600 dpi		Pcs	2				
3.3	UPS 3KVA online: - Power: 3KVA - Capacity: 8 min full load		Pcs	2				
3.4	Switch 24-port 10/100/1000MB		Pcs	2				
3.5	M&V Software 2500 point		Pcs	1				
3.6	License energy management software 500 point		Pcs	1				
4.0	ENGINEERING COST							
	Programing, Testing and Commissioning that included:							
	- Software logic programing		Lot	1				
	- Colour graphic editing		Lot	1				
	- Database management		Lot	1				
	- Interfacing		Lot	1				
	- Others (pls specify)							
5.0	INSTALLATION COST							
5.1	Labor costs		lot	1				

Item No.	Required items with Specs in TOR	Offered items with brand name and specs by bidder	Unit	Quantity	Warranty period	Latest Delivery time after contract signing date	Unit Price (VND)	Total Price per Item (VND)
	- Installation labor cost		Lot	1				
	- Testing labor cost		Lot	1				
	- Commissioning labor cost		Lot	1				
5.2	Sub materials cost (wires, conducts, accessories, etc)		lot	lot				
	- Wires							
	- Conducts							
	- Accessories							
	- Others (pls specify)							
5.3	Other costs (please specify)							
Total Prices of Goods¹⁵								
VAT								
Total Final and All-Inclusive Price Quotation								

TABLE 2 : Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time 60 days from contract signing date			
The Software, DDC, IO module supplied by the same manufacturer.			

¹⁵ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

Country/ies Of Origin ¹⁶ : Manufacturer from G7/EU and Origin from G7/EU for major device manufacturer			
Manufacturer have representative office or branch in Viet Nam for guarantee, technical support and maintenance.			
Having an authorization for selling M&V system device by manufacturer or a certificate of partnership / collaboration or equivalent documents			
Warranty and After-Sales Requirements for one year			
a) Training on Operations and Maintenance			
b) Minimum one (1) year warranty on both parts and labor			
c) Service Unit to be Provided when the Purchased Unit is Under Repair			
d) Brand new replacement if Purchased Unit is beyond repair			
e) Others			
Troubleshooting assistance for 12 months after hand-over			
Validity of Quotation 120 days			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

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]

¹⁶ *If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.*

Evaluation Criteria

I. Evaluation Criteria of the M&V system

The M&V system will be technically qualified if all the points below meet the requirements (Yes)

Only bidders passing evaluation criteria of Part I will be further assessed under Part II below

No	Content	Yes/No
1	<i>M&V system</i>	
1.1	<i>General requirement</i>	
1.1.1	Possibility to measure, record and analyse digital and analogic data	
1.1.2	Possibility to track total energy consumption as well as the energy breakdown	
1.1.3	Possibility to clearly display, record and analyse total and broken-down energy consumption on instantaneous, hourly, daily, weekly, monthly and yearly basis	
1.1.4	Possibility to extract reports (digital and printable)	
1.1.5	Conformity with required BOQ	
1.2	<i>Specific requirement</i>	
1.2.1	Central devices	
	Client PC	
	Windows 7 software or equivalent <ul style="list-style-type: none"> • CPU intelcore I5 minimum • HDD 1.0TB minimum • RAM 4 GB minimum 	
	Network switch 24 ports, 10/100/1000 MB	
	UPS	
	<ul style="list-style-type: none"> • 3KVA • 8 minutes full load 	
	Software	
	Manufacturer from G7 / EU origin	
	Niagara framework N4	
	Support unlimited number of user interface	
	Logs records for database and customisable reports	
	Protocol support all BMS standard protocols BacNet, Lon, Modbus, KNX, SNTP	
	DDC IP integrated gateway Modbus	
	Manufacturer from G7/EU	
	Ethernet port mini 10/100 Mbps	

No	Content	Yes/No
	Embedded XML Web server	
	1 port RS 485	
	1 port USB and 1 port Rs232	
1.2.2	Sensors, non-invasive, clamp	
2	<i>Company Qualifications</i>	
	Having an authorization for selling M&V system device by manufacturer or a certificate of partnership / collaboration or equivalent documents	
	Have a representative office or a branch office in Viet Nam	
	Quality insurance system in place	
	Warranty time of 12 months after complete M&V system commissioning date.	
	Troubleshooting assistance for 12 months after hand-over	

II. Assessment criteria for the company's expertise and experience of providing the related services

Bidders obtaining 70% of the total 1000 points will be technically qualified for financial evaluation.

		Points
GRAND TOTAL		1000
1	Company and appointed staff evaluation criteria	700
1.1	Expertise of firm / organisation	400
	<i>At least 10-year experience in designing, supplying, installing and commissioning BMS or Energy Monitoring and Verification systems, together with technical training services and technical assistance to customers in Vietnam for such systems;</i>	200
	<i>Provide evidences of at least five contracts of supplying and installing technical BMS or energy M&V systems in Buildings in Viet Nam in the past last five years, with a value between VND 500 million – VND 5 billion per contract.</i>	100
	<i>Ability to supply equipment within 60 days upon signing of the contract.</i>	100
1.2	Expertise of staff	300
	<i>Project Manager:</i>	
	<i>(v) Bachelor's degree in engineering fields such as electronics, electrical or mechanical engineering</i>	50
	<i>(vi) Having, at least, five – year experience in managing design, supply and installation of BMS or Energy M&V systems in Viet Nam</i>	50
	<i>Site Manager</i>	
	<i>(vii) Bachelor's degree in engineering fields such as electronics, electrical or mechanical engineering</i>	50
	<i>(viii) Having, at least, five – year experience in designing, supplying and installing BMS or Energy M&V systems in Viet Nam</i>	50
	<i>Commissioning Engineer:</i>	
	<i>(iii) Bachelor's degree in engineering fields such as electronics, electrical or mechanical engineering</i>	25
	<i>(iv) Having, at least, five – year experience in commissioning, troubleshooting BMS or Energy M&V systems in Viet Nam</i>	25
	<i>Trainer:</i>	
	<i>(iii) Bachelor's degree in construction, electronics, automation or related fields</i>	25
	<i>(iv) Having 5 years' experience in performing training about BMS and Energy Monitoring systems</i>	25
2	Workplan and approach	300
	Proposal approach is appropriate and is based on results from the site visit	100
	Provision of a clear, detailed and feasible workplan and schedule	100

		Points
	Have tasks been clearly understood by the bidders?	100

Bidder passing Part I and Part II above and offer the lowest price will be selected.

General Terms and Conditions

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 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.

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 Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. 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 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.

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 4

LIST OF ITEMS OFFERED BY THE SUPPLIER
(This Form must be submitted only using the Supplier's Official Letterhead/Stationery¹⁷)

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. 1-190401**:

Item No.	Required items with Specs in TOR	Offered items with brand name and specs by bidder	Unit	Quantity	Manufacturer from G7/EU and Origin from G7/EU	Manufacturer's Rep. Office in Vietnam	Warranty period	Latest Delivery time from contract signing date	Quality certificates (if any)
1.	M&V SYSTEM								
1.0	DDC Controller:								
1.1	DDC-26FL (Tower B & Tower C)								
	Bacnet IP DDC + Support ModbusRTU 32 devices		Pcs	2					
	DDC panel and accessories		Pcs	2					
1.2	DDC-PUMPS & ELEVATOR (Tower B & Tower C): Bacnet IP DDC + Support ModbusRTU 32 devices		Pcs	2					
1.3	DDC-TOTAL								
	Bacnet IP DDC + Support ModbusRTU 32 devices		Pcs	1					
	DDC panel and accessories		Pcs	1					

¹⁷ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Item No.	Required items with Specs in TOR	Offered items with brand name and specs by bidder	Unit	Quantity	Manufacturer from G7/EU and Origin from G7/EU	Manufacturer's Rep. Office in Vietnam	Warranty period	Latest Delivery time from contract signing date	Quality certificates (if any)
2.	FIELD DEVICES								
	Power meter (non-invasive, clamp)		Pcs	41					
3.	OPERATOR WORKSTATION								
3.1	Client PC (include Window 7 license): - Microprocessor: Minimum Intel Core i5 - RAM: Minimum 4GB - Hard Drive: Minimum 1TB SATA 7.2K RPM - Graphics: Minimum 1 GB - Operating system: Windows 7		Pcs	2					
3.2	Laser printer: - Print speed: Minimum 20 pages/ min - Resolution: Minimum 600 x 600 dpi		Pcs	2					
3.3	UPS 3KVA online: - Power: 3KVA - Capacity: 8 min full load		Pcs	2					
3.4	Switch 24-port 10/100/1000MB		Pcs	2					
3.5	M&V Software 2500 point		Pcs	1					
3.6	License energy management software 500 point		Pcs	1					

Annex 5

CHECK LIST OF DOCUMENTS SUBMITTED BY BIDDERS

Note:

- Bidders are required to review carefully this checklist before submitting proposal to ensure complete submission.
- Maximum email size: 30 MB/email. Bidders can split proposal into several emails if the file size is large
- Quotation/Proposal is to be submitted before or by **Sunday, June 09, 2019** (Hanoi time).
- Email and proposal should indicate clearly the name of tender.

Technical Bid:

▪ Copy of Latest Business Registration Certificate with registered representative office or branch office in Viet Nam	<input type="checkbox"/>
▪ Company profile with experience on relevant services	<input type="checkbox"/>
▪ Proposal approach to deliver goods and the services in the TOR	<input type="checkbox"/>
▪ Work plan and schedule	<input type="checkbox"/>
▪ Document on Quality insurance system in place	<input type="checkbox"/>
▪ Statement on troubleshooting assistance and warranty for 12 months after hand-over	<input type="checkbox"/>
▪ Evidences/Track records of at least five contracts of supplying and installing technical BMS or energy M&V systems in Buildings in Viet Nam in the past last five years, with a value between VND 500 million – VND 5 billion per contract.	<input type="checkbox"/>
▪ CV of Project Manager with the copy of Bachelor’s degree in engineering fields such as electronics, electrical or mechanical engineering	<input type="checkbox"/>
▪ CV of Site Manager with the copy of Bachelor’s degree in engineering fields such as electronics, electrical or mechanical engineering	<input type="checkbox"/>
▪ CV of Commissioning Engineer with the copy of Bachelor’s degree in engineering fields such as electronics, electrical or mechanical engineering	<input type="checkbox"/>
▪ CV of Trainer with the copy of Bachelor’s degree in engineering fields such as electronics, electrical or mechanical engineering	<input type="checkbox"/>
▪ Offered M & V system with brand name and detailed specifications – Annex 4	<input type="checkbox"/>
▪ Quality Certificates (ISO, etc.) if any	<input type="checkbox"/>
▪ Copy of Authorization for selling M&V system device by manufacturer or a certificate of partnership / collaboration or equivalent documents	<input type="checkbox"/>
▪ 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: <i>mandatory for the supply of imported goods</i>	<input type="checkbox"/>

Financial Proposal:

▪ Duly Accomplished Financial Form as provided in Annex 2: Supplier’s Quotation - signed and stamped offer in PDF format	<input type="checkbox"/>
▪ Send email (without attachment) to procurement.vn@undp.org notifying that you already submitted proposal and the number of email/envelop	<input type="checkbox"/>

submitted. Notification emails should be sent to above email address by submission deadline or right after you submit proposals (either by email or hard copy).	
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*[Name and Signature of the Service Provider's
Authorized Person]
[Designation]
[Date]*