

REQUEST FOR QUOTATION (RFQ)

TO:	DATE: 10 December 2014
INTERESTED COMPANIES	REFERENCE: RFQ/UNDP/017/2014/OIST Procurement of “Offsite Tape Storage”

Dear Sir/ Madam:

We kindly request you to submit your quotation for the **Procurement of “Offsite Tape Storage”** according to the Instructions and Conditions as well as Annex 1 (Technical Specifications) indicated in this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2 (Form for Submitting Supplier’s Quotation).

Quotations are to be submitted on or before **Friday, 19 December 2014 at 5:00 pm New York Eastern Time** via email noting the Subject Reference to: **cpu.bids@undp.org** and cc: ferouze.mohamed@undp.org

Subject Reference: RFQ /UNDP/017/2014/OIST – RFQ Procurement of “Offsite Tape Storage”

Bidders may send as many e-mails as needed; however, the **size of each e-mail should not exceed five megabytes (5 MB)**. As an e-mail can take some time to arrive after it is sent, we advise all bidders to send e-mail submissions well before the deadline. Please be aware that bids e-mailed to UNDP will be rejected if they are received after the deadline for bid submission. It is the exclusive responsibility of the offeror to ensure that the document(s) are received at the specified email address before the closing date.

Bidder should ensure that submitted offers are in PDF format and do not contain viruses or corrupted files. Such offers will be rejected.

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

CONDITIONS	
Terms of Delivery Place of Destination	Delivered at Place (DAP) <u>UNDP OIST</u> <u>Office of Information Systems & Technology</u> <u>304 East 45th Street FF-5th Floor</u> <u>New York, NY 10017</u>
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars
Payment Terms	UNDP shall, on fulfilment of the Delivery Terms, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in the Purchase Order. Note: any bank charges and bank commissions shall be borne by the vendor
Taxes	All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.
After-sales services required	Required
Deadline for the Submission of Quotation	Friday, 19 December 2014 at 5:00 pm Eastern Time



All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex II. <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;
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 30 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.
Evaluation of Quotation and award criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements as described in Annex I & II <input checked="" type="checkbox"/> Acceptance of the PO/Contract General Terms and Conditions The Evaluation Committee will examine the quotation to determine whether they are complete and whether the offer complies with the requirements. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the offeror does not accept the correction of errors, its quotation will be rejected. If there is a discrepancy between words and figures the amount in words will prevail. Any offers which do not meet the requirements will be rejected. The Contract will be awarded to the offeror that offers the lowest priced technically qualified quotation
UNDP will award to:	<input checked="" type="checkbox"/> One vendor
Type of contract to be signed:	<input checked="" type="checkbox"/> Long-term Agreement (LTA) The duration of LTA is for 3-year period subject to satisfactory contract performance Note: The Long-term Agreement (LTA) does not form a financial obligation or commitment from UNDP at the time the LTA contract is signed, and that such an agreement is non-exclusive. When a specific need arises, UNDP will issue a Purchase Order (PO) pursuant to the LTA and as accepted by the Contractor. This PO will form the only binding contract(s) between UNDP and the Contractor. Financial commitments will only be established each time a Purchase Order for the specific request to Contractor is committed. Furthermore, UNDP does not warrant that any quantity of Goods and/or Services will be purchased during the term of this Agreement, which shall be for three years subject to the Contractor's satisfactory performance.



Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of “Offsite Tape Storage” based on full compliance with RFQ requirements
Annexes to this RFQ	<input checked="" type="checkbox"/> Specifications of Procurement of Offsite Tape Storage required (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). Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only)	Ferouze Mohamed Procurement Associate ferouze.mohamed@undp.org And CC: karla.dalimunthe@undp.org Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Services 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.

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 contract that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto as Annex III.

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/procurement/protest.shtml>.



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,

Bakhtiyor Khamraev
Procurement Specialist



Annex 1

OFF-SITE BACKUP TAPES STORAGE REQUIREMENTS

1. Bulk Tape storage requirements

- Storage of approximately **4700** LTO4 and SDLT tape cartridges
(Amount will vary with time, with new tapes added and expiring tapes removed)
(Please provide cost per tape per month)
- Tapes are individually indexed and tracked by vendor.
- Tapes stored at recommended temperature 65°F +/- 5°F
- Tapes stored at recommended humidity 40% +/- 5%
- Tapes stored at secure access facility with mandatory access control.
- Storage facility is equipped with gas-based fire suppression system.

2. Tape pickup/delivery requirements

Tape Cartridges

- Handling of approximately **50** new tape cartridges to be stored, per month.
- Tapes are individually indexed and tracked by vendor.
- Media collected and transported in protective shock-absorbing locking cases via environmentally controlled secure vehicles.
- Tape receipts provided to UNDP upon pickup/delivery.
- Tapes are available to be picked up/delivered to UNDP 24/7 in case of emergency.
- Pick-up/drop-off services:
 - Scheduled – Twice a month: handling /delivery costs
 - Un-scheduled – Urgent same day: handling /delivery costs
 - Un-scheduled – Urgent next day: handling /delivery costs
- Tapes are picked up/delivered at UNDP address below.

3. IT Media and Documents

Storage for Software Media and other confidential documents.

4. Other service requirements

- Cost of **one-time** moving services for currently stored tapes/containers from facility at Robbinsville, New Jersey, to your facility.
- Provide other costs, if any, in addition to storage and transport costs to be incurred by UNDP for the other miscellaneous services. The following are examples that may or may not be applicable:
 - Tape handling/indexing/bar-coding
 - Storage tubs/cases
 - Transport cases
 - Locks, etc.



- Secure destruction of SDLT and LTO tapes, certification of destruction (\$/each).
- Secure destruction of 3.5" hard disk drives, certification of destruction (\$/each).

5. Additional Information requirements

- Portal or tape management software is available to be used by UNDP for managing tapes.
- Portal/software should provide following capabilities:
 - Provide report of current inventory.
 - Provide reports by tape dates/index number.
 - Provide ability to request tapes for onsite delivery.
 - Optional: capability of integration with Netbackup [v7.6] software.

6. All tapes to be picked-up and dropped-off at:

UNDP/OIST

304 East 45th Street
Fifth Floor
New York, New York 10017



Annex II

FORM FOR SUBMITTING SUPPLIER'S QUOTATION

(This Form must be submitted only using the Supplier's Official Letterhead)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in **Tables 1 & 2** in conformity with the specification and requirements of UNDP as per RFQ Reference No. **RFQ/UNDP/017/2014/OIST**:

TABLE 1 : Price table

Item	Description	Quantity*	UoM	Unit Price	Total
Tape Cartridges	LTO4/SDLT tape cartridges, (Individually indexed; per tape per month)	4700	Units/ month		
Pickup/delivery	Delivery/Handling charges of 50 tape cartridges to be stored per month. Twice monthly – scheduled	12	Months		
One-time moving media to vendor	One-time moving service for currently stored 4700 tapes & 2-3 containers from facility at Robbinsville, NJ	Total one-time price			
Transportation	Outside business hours (weekdays&weekends) (Business hours: Monday-Friday 9am – 5pm)	1	Time/ year		
Transportation	Same business day per trip	1	Time/ year		
Transportation	Next business day per trip	1	Time/ year		
IT Media and Documents storage	Storage for Software Media and other confidential documents – lockable container	1	Unit		
Tape destruction	Secure destruction of SDLT and LTO tapes, with certification of destruction (\$/each)	100	Unit		
Disk destruction	Secure destruction of 3.5" hard disk drives (\$/each)	20	Unit		

** The Long-term Agreement (LTA) does not form a financial obligation or commitment from UNDP at the time the LTA contract is signed, and that such an agreement is non-exclusive. When a specific need arises, UNDP will issue a Purchase Order (PO) pursuant to the LTA and as accepted by the Contractor. This PO will form the only binding contract(s) between UNDP and the Contractor. Financial commitments will only be established each time a Purchase Order for the specific request to Contractor is committed. Furthermore, UNDP does not warrant that any quantity of Goods and/or Services will be purchased during the term of this Agreement, which shall be for three years subject to the Contractor's satisfactory performance.*



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

Technical compliance criteria:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Technical responsiveness/Full compliance to requirements			
Tapes are individually indexed and tracked by vendor.			
Tapes receipt provided upon pickup/delivery.			
Media stored at 65°F +/- 5°F			
Media stored at 40% +/- 5% Relative Humidity			
Media transported in protective shock-absorbing cases via secure, environmentally controlled vehicles.			
Storage facilities have adequate physical security with entrance and exit controls			
Storage facilities have gas-based fire suppression system			
Tapes are available to UNDP 24x7			
Urgent same business day delivery available			
Urgent next business day delivery available			
Tape management software or portal available to UNDP staff			
Portal/software has full media report.			
Portal/software has reports by dates/index			
Portal/software allows selection of tapes to be returned			
Portal/software integrates with Netbackup.			
Additional differentiators for tape handling process, e.g. labeling, individual slots, cases, etc.			
Other Information pertaining to our Quotation are as follows :			
Validity of Quotation, 30 days			
The vendor is not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List			
Full acceptance of the PO/Contract General Terms and Conditions			



Technical compliance criteria:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
The vendor will deliver requested goods/services within four (4) weeks maximum from issuance of UNDP Purchase Order			

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]*



Annex III **UNDP**

General Terms and Conditions for Goods

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 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.
- 2.1.2 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.

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.