

REQUEST FOR QUOTATION (RFQ) (Refurbishment of office furniture for Green One UN House in Vietnam)

Dear Sir / Madam:

We kindly request you to submit your quotation for **Refurbishment of Office furniture for Green One UN House**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2 and Annex 5.

Quotations may be submitted on or before March 26, 2015 (Hanoi time) and via \square *e-mail or* \square *courier mail/hand-delivery* following instruction in Annex 5 (Instruction check list).

It shall remain your responsibility to ensure that your quotation will reach the address indicated in Annex 5 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 above mentioned goods and services:

Preferred	☑United States Dollars						
Currency of Quotation							
Value Added Tax	☑ Quotation must be inclusive of all applicable VAT and other indirect						
	taxes						
After-sales services required	☑ 3 months warranty on Parts and Labor						
Period of Validity of Quotes	☑ 120 days						
starting the Submission Date							
Partial Quotes	Not allowed						
Payment Terms	Contract and payment for international bidder will be in US Dollar.						
	Contract and payment for local bidder will be in Vietnamese Dong.						
	Currency conversion: UN Operational Exchange rate.						
	Reference date for determining UN Operational Exchange Rate: at the submission deadline.						
	100% of contract value shall be paid based on:						
	 Actual repaired services against the repair rate for each repair work Certification of UNDP consultant on acceptance of repair works UNDP completion of satisfactory inspection of refurbished items delivered by the contractor to the Green One UN House (GOUNH) 304 Kim Ma, Ha Noi, Viet Nam. Warranty certificates of three months for all refurbished items 						
Liquidated Damages	Descentage of contract price per week of delay is 2.0/ and up to mayimum						
Liquidated Damages	Percentage of contract price per week of delay is 3 % and up to maximum 14 days delay, after with UNDP may terminate the contract.						

Evaluation Criteria	Tashuisal avaluations
Evaluation Criteria	Technical evaluation:
	The bidder must meet the following technical requirements to be considered technically qualified:
	- Having business license
	- Have minimum 5 years of related experience
	- Proposed materials are accepted
	- Quote for all cost components in the price schedule
	- Comply with other conditions and related requirements in Annex 2
	Financial evaluation:
	Quotation meeting technical requirements and offers the lowest total cost for all furniture shall be selected.
UNDP will award to:	☑ One supplier
	<u>Note</u> : It is up to UNDP to decide on the quantity of items and any parts of items to be refurbished.
Type of Contract to be	☑ Purchase Order
Signed	
Annexes to this RFQ	 ☑ Technical requirements and list of furniture to be refurbished (Annex 1) ☑ Form for Submission of Quotation (Annex 2) ☑ Proposed materials and Price Schedule (Annex 3) ☑ Addresses of UN Agencies (Annex 4) ☑ Submission check list (Annex 5) ☑ General Terms and Conditions / Special Conditions (Annex 6).
	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	Ms. Nguyen Thi Hoang Yen
(Written inquiries only) ¹	Procurement Associate
	Email: nguyen.thi.hoang.yen@undp.org
	Answers to bidders queries shall be posted on the following website: http://www.vn.undp.org/content/vietnam/en/home/operations/procurem ent/procurement_notices.html
	Bidders are responsible to check for addendums on the above website.
	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.
Other information	Samples of furniture to be refurbished shall be displayed at UNDP compound (72 Ly Thuong Kiet, Hanoi). Bidders can visit UNDP compound to check the current situation of sample furniture to be refurbished at the following time and date:

¹ 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.

Time: 9.30 to 11.30 am

Date: 16, 17 and 18 March 2015

Note: Please send your request for inspection at least 01 work-day prior to inspection date to the following person:

Ms. Huynh Huong Thanh Administrative Assistant UNDP Vietnam

Email: huynh.huong.thanh@undp.org

Tel: +84-4-39421495 Ext. 224

At preliminary review of the bids, if UNDP observes that bidders, by oversight, did not provide any of the documents, which do not affect the substance of the technical component nor their financial offers such as: certificates, business registration, ect... UNDP will provide bidders a chance to supplement them within 3 days after UNDP notifies bidders of such missing documents.

The quotation that complies with all of the technical requirements and offers the lowest price, as well as all other evaluation criteria indicated above, 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 materials/accessories and services 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 materials/accessories, 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/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.

Annex 1 - Requirement for referbishment and relocation

Lot 9 - Refurbishment and relocation of furniture

Note All rates is to be rounded one decimal place. The contractor will collect all existing furniture (lot 9) from different UN offices in Ha Noi to contractor's storage and return the refurbished items to UN House after completion of refurbishment. Payment for refurbishment works are based on actual quantities agreed by the

Fabric type 1: Woven image Metropolis 579 Gold; 100% Pure New Wool

Fabric type 2: Woven image Metropolis 390 Green; 100% Pure New Wool

Fabric type 3:Woven image Metropolis 193 Rouge; 100% Pure New Wool

Fabric type 4: Woven image Metropolis 542 Black; 100% Pure New Wool



Unit Rate for refurbishment is inclusive of material and accessory

No.	Item	Image	Q'ty	Unit	Refurbishment Description
1	UNFPA	<u> </u>			
					Replace broken mechanisms swivel-tilt with new one so that swivel joint work lightly Seat height adjustment with a pneumatic height mechanism: Replace broken cylinder with new one so that new cylinder can work smoothly and lightly Replace broken passive seat edge angle with new one
1.1	UNFPA TC1		1	Set	Back adjustment: replace broken part with new one so that the backrest can inclinate backward. Joint between backrest and seat work smoothly. Upper back tension: replace broken upper back tension with new one so that it can allow user to slightly inclinate backward; protect user from suddenly falling backward Arm height adjustment: replace broken arm so that arm can adjust height independently; no scratch on arm finishes Replace the existing upholstery with new one; colour(black)/type to match the original. No scratch on seat and lower foam. Replace broken caster with new one Five Star Base: Replace broken base with new one. Colour to Headrest: Replace broken headrest with new one. Joint between back and headrest must work well Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of refurbishment
1.2	UNFPA TC2		24	Set	Replace broken mechanisms swivel-tilt with new one so that swivel joint work lightly Seat height adjustment with a pneumatic height mechanism: Replace broken cylinder with new one so that new cylinder can work smoothly and lightly Replace broken passive seat edge angle with new one Back adjustment: replace broken part with new one so that the backrest can inclinate backward. Joint between backrest and seat work smoothly. Upper back tension: replace broken upper back tension with new one so that it can allow user to slightly inclinate backward; protect user from suddenly falling backward Arm height adjustment: replace broken arm so that arm can adjust height independently; no scratch on arm finishes Replace the existing upholstery with new one; colour(black)/type to match the original. No scratch on seat and lower foam.

Div 5 Page 1 of 10

			~		
No.	Item	Image	Q'ty	Unit	Refurbishment Description
					Replace broken caster with new one
					Five Star Base: Replace broken base with new one. Colour to
					Headrest: Replace broken headrest with new one. Joint between
					back and headrest must work well
					Transportation of furniture from UN Agencies to the Contractor's
					location for refurbishment and to UN House after completion of
					refurbishment
					Replace broken mechanisms swivel-tilt with new one so that swivel
					joint work lightly
				Set	Seat height adjustment with a pneumatic height mechanism:
		FPA TC3			Replace broken cylinder with new one so that new cylinder can
	I.3 UNFPA TC3				work smoothly and lightly
					Replace broken passive seat edge angle with new one
					Back adjustment: replace broken part with new one so that the
					backrest can inclinate backward. Joint between backrest and seat
					work smoothly.
1.3					Upper back tension: replace broken upper back tension with new
			4		one so that it can allow user to slightly inclinate backward; protect
		all years			user from suddenly falling backward
					Arm height adjustment: replace broken arm so that arm can adjust
					height independently; no scratch on arm finishes
					Replace the existing upholstery with new one; colour(black)/type to
					match the original. No scratch on seat and lower foam.
					Replace broken caster with new one
					Five Star Base: Replace broken base with new one. Colour to
				l	Transportation of furniture from UN Agencies to the Contractor's
					location for refurbishment and to UN House after completion of
					refurbishment

Div 5 Page 2 of 10

No.	Item	Image	Q'ty	Unit	Refurbishment Description
	10111	iniago	<u></u>	Onit	Replace broken mechanisms swivel-tilt with new one so that swivel
1.4	UNFPA TC4		5	Set	joint work lightly Seat height adjustment with a pneumatic height mechanism: Replace broken cylinder with new one so that new cylinder can work smoothly and lightly Replace broken passive seat edge angle with new one Back adjustment: replace broken part with new one so that the backrest can inclinate backward. Joint between backrest and seat work smoothly. Upper back tension: replace broken upper back tension with new one so that it can allow user to slightly inclinate backward; protect user from suddenly falling backward Arm height adjustment: replace broken arm so that arm can adjust height independently; no scratch on arm finishes Replace the existing upholstery with new one; colour(black)/type to match the original. No scratch on seat and lower foam. Replace broken caster with new one Five Star Base: Replace broken base with new one. Colour to Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of
				Set	refurbishment Seat and back upholstery:
1.5	UNFPA Type1 and type 2		27	Set	- Replace the existing seat and back upholstery with fabric type 1 or equivalent - No scratch on seat and lower foam Powder Coated of Sled base: Replace broken one with new one. Colour to match Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of refurbishment
1.6	UNFPA Type3		10	Set	Seat and back upholstery: Replace the existing upholstery with new one; colour(black)/type to match the original. No scratch on seat and lower foam. Chrome of Sled base: Replace broken one with new one. Colour to match Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of refurbishment.
2	LINIDO				returbistiffent.
2	UNIDO				Danlara harlan masharia wa a 1 a 1 2 1 2 1
2.1	UNIDO Type1		8	Set	Replace broken mechanisms swivel-tilt with new one so that swivel joint work lightly Seat height adjustment with a pneumatic height mechanism: Replace broken cylinder with new one so that new cylinder can work smoothly and lightly Replace broken passive seat edge angle with new one Back adjustment: replace broken part with new one so that the backrest can inclinate backward. Joint between backrest and seat work smoothly. Upper back tension: replace broken upper back tension with new one so that it can allow user to slightly inclinate backward; protect user from suddenly falling backward Replace broken arm; no scratch on arm finishes Seat and back upholstery: Replace the existing upholstery with new one; colour(black)/type to match the original. No scratch on seat and lower foam. Replace broken caster with new one Five Star Base: Replace broken base with new one. Colour to Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of refurbishment.

Div 5 Page 3 of 10

No.	Item	Image	Q'ty	Unit	Refurbishment Description
2.2	UNIDO Type2		8	Set	Seat and back upholstery: - replace the existing seat and back upholstery with fabric type 1 or equivalent - No scratch on seat and lower foam Powder Coat of 4 legs: Replace broken leg with new one. Colour to match Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of refurbishment.
2.3	UNIDO Type3		4	Set	Replace broken mechanisms swivel-tilt with new one so that swivel joint work lightly Seat height adjustment with a pneumatic height mechanism: Replace broken cylinder with new one so that new cylinder can work smoothly and lightly Replace broken passive seat edge angle with new one Back adjustment: replace broken part with new one so that the backrest can inclinate backward. Joint between backrest and seat work smoothly. Upper back tension: replace broken upper back tension with new one so that it can allow user to slightly inclinate backward; protect user from suddenly falling backward Replace broken arm; no scratch on arm finishes Seat and back upholstery: Replace the existing upholstery with new one; colour(black)/type to match the original. No scratch on seat and lower foam. Replace broken caster with new one Five Star Base: Replace broken base with new one. Colour to Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of refurbishment.
3	WHO				
3.1	WHO Type1		18	Set	Seat Upholstery: - replace the existing seat and back upholstery with fabric type 1 or equivalent - No scratch on seat and lower foam Power Coated of Sled based: Replace broken one with new one. Colour to match Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of refurbishment.

Div 5 Page 4 of 10

No.	Item	Image	Q'ty	Unit	Refurbishment Description
3.2	WHO Type2		60	Set	Replace broken mechanisms swivel-tilt with new one so that swivel joint work lightly Seat height adjustment with a pneumatic height mechanism: Replace broken cylinder with new one so that new cylinder can work smoothly and lightly Replace broken passive seat edge angle with new one Back adjustment: replace broken part with new one so that the backrest can inclinate backward. Joint between backrest and seat work smoothly. Upper back tension: replace broken upper back tension with new one so that it can allow user to slightly inclinate backward; protect user from suddenly falling backward Replace broken arm; no scratch on arm finishes Seat Upholstery: - replace the existing seat and back upholstery with fabric type 4 or equivalent - No scratch on seat and lower foam Replace broken caster with new one Five Star Base: Replace broken base with new one. Colour to Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of refurbishment.
4	IOM				
4.1	IOM 6458, type 1 and type 2	B	17	Set	Seat Upholstery: - replace the existing seat and back upholstery with fabric type 1 or equivalent - No scratch on seat and lower foam Powder Coat of Sled base: Replace broken one with new one. Colour to match Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of refurbishment.
4.2	6499		1	Set	Cleaning and repaint; no scratch on new paint Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of refurbishment.
5	UNDP				
5.1	5255		6	Set	Cleaning and repaint for wood so that no scratch on repaired structure Seat Upholstery: - replace the existing seat upholstery with fabric type 2 or equivalent Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of refurbishment.
					Replace broken mechanisms swivel-tilt with new one so that swivel joint work lightly Seat height adjustment with a pneumatic height mechanism: Replace broken cylinder with new one so that new cylinder can work smoothly and lightly Replace broken passive seat edge angle with new one

Div 5 Page 5 of 10

No.	Item	Image	Q'ty	Unit	Refurbishment Description
5.2	5411		1	Set	Back adjustment: replace broken part with new one so that the backrest can inclinate backward. Joint between backrest and seat work smoothly. Upper back tension: replace broken upper back tension with new one so that it can allow user to slightly inclinate backward; protect user from suddenly falling backward Arm height adjustment: replace broken arm so that arm can adjust height independently; no scratch on arm finishes Seat and back upholstery: Replace the existing upholstery with new one; colour(black)/type to match the original. No scratch on seat and lower foam. Replace broken caster with new one Five Star Base: Replace broken base with new one. Colour to Headrest: Replace broken headrest with new one. Joint between back and headrest must work well Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of refurbishment.
5.3	5430		8	Set	Cleaning and repaint for wood so chat no scratch on repaired structure Seat Upholstery: - replace the existing seat and back upholstery with fabric type 2 or equivalent - No scratch on seat and lower foam Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of refurbishment.
5.4	5444		89	Set	Replace broken mechanisms swivel-tilt with new one so that swivel joint work lightly Seat height adjustment with a pneumatic height mechanism: Replace broken cylinder with new one so that new cylinder can work smoothly and lightly Replace broken passive seat edge angle with new one Back adjustment: replace broken part with new one so that the backrest can inclinate backward. Joint between backrest and seat work smoothly. Upper back tension: replace broken upper back tension with new one so that it can allow user to slightly inclinate backward; protect user from suddenly falling backward Replace broken arm; no scratch on arm finishes Seat and back upholstery: Replace the existing upholstery with new one; colour(black)/type to match the original. No scratch on seat and lower foam. Replace broken caster with new one Five Star Base: Replace broken base with new one. Colour to Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of refurbishment.

Div 5 Page 6 of 10

No.	Item	Image	Q'ty	Unit	Refurbishment Description
5.5	5596		4	Set	Replace broken mechanisms swivel-tilt with new one so that swivel joint work lightly Seat height adjustment with a pneumatic height mechanism: Replace broken cylinder with new one so that new cylinder can work smoothly and lightly Replace broken passive seat edge angle with new one Back adjustment: replace broken part with new one so that the backrest can inclinate backward. Joint between backrest and seat work smoothly. Upper back tension: replace broken upper back tension with new one so that it can allow user to slightly inclinate backward; protect user from suddenly falling backward Replace broken arm; no scratch on arm finishes Seat and back upholstery: Replace the existing upholstery with new one; colour(black)/type to match the original. No scratch on seat and lower foam. Replace broken caster with new one Five Star Base: Replace broken base with new one. Colour to Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of refurbishment.
5.6	5634		2	Set	Cleaning and repaint for wood so chat no scratch on repaired structure Seat Upholstery: - replace the existing seat and back upholstery with fabric type 1 or equivalent - No scratch on seat and lower foam Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of refurbishment.
5.7	5637		1	Set	Cleaning and repaint for wood so chat no scratch on repaired structure Seat Upholstery: - replace the existing seat and back upholstery with fabric type 1 or equivalent - No scratch on seat and lower foam Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of refurbishment.
6	UNICEF				
6.1	5703	(picture of 4sets, bid/work excludes table)	10	Set	Cleaning and repaint for wood so chat no scratch on repaired structure Seat Upholstery: - replace the existing seat and back upholstery with fabric type 3 or equivalent - No scratch on seat and lower foam Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of refurbishment.
		No.			Cleaning and repaint for wood; No scratch on repaired structure

Div 5 Page 7 of 10

No.	Item	Image	Q'ty	Unit	Refurbishment Description
6.2a	5778a		22	Set	Seat Upholstery: - replace the existing seat and back upholstery with fabric type 1 or equivalent - No scratch on seat and lower foam
					Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of refurbishment.
					Cleaning and repaint for wood; No scratch on repaired structure
6.2b	5778b		22	Set	Seat Upholstery: - replace the existing seat and back upholstery with fabric type 2 or equivalent
					Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of refurbishment.
					Replace broken mechanisms swivel-tilt with new one so that swivel joint work lightly
					Seat height adjustment with a pneumatic height mechanism: Replace broken cylinder with new one so that new cylinder can work smoothly and lightly
					Replace broken passive seat edge angle with new one Back adjustment: replace broken part with new one so that the
					backrest can inclinate backward. Joint between backrest and seat
					work smoothly. Upper back tension: replace broken upper back tension with new
6.3	5788, 5821		80	Set	one so that it can allow user to slightly inclinate backward; protect user from suddenly falling backward
					Replace broken arm; no scratch on arm finishes
					Seat Upholstery: - replace the existing seat and back upholstery with fabric type 2 or equivalent
					- No scratch on seat and lower foam Replace broken caster with new one
					Five Star Base: Replace broken base with new one. Colour to
					Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of refurbishment.
					Cleaning and repaint for frame; No scratch on repaired structure
6.4	4 5877	8	Set	Seat Upholstery: - replace the existing seat and back upholstery with fabric type 1 or equivalent - No scratch on seat and lower foam	
				Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of refurbishment.	
					Cleaning and repaint for wood; No scratch on repaired structure
6.5	5991		8	Set	Seat Upholstery: - replace the existing seat upholstery with fabric type 2 or equivalent - No scratch on seat and lower foam

Div 5 Page 8 of 10

No.	Item	Image	Q'ty	Unit	Refurbishment Description
					Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of refurbishment.

Div 5 Page 9 of 10

No.	Item	Image	Q'ty	Unit	Refurbishment Description
NO.	iteiii	inage		Onit	Cleaning and repaint for wood; No scratch on repaired structure
6.6	6002		8	Set	Seat Upholstery: - replace the existing seat and back upholstery with fabric type 2 or equivalent - No scratch on seat and lower foam
					Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of refurbishment (lump sum).
7	FAO				
7.1	6842, 7159		28	Set	Replace broken mechanisms swivel-tilt with new one so that swivel joint work lightly Seat height adjustment with a pneumatic height mechanism: Replace broken cylinder with new one so that new cylinder can work smoothly and lightly Replace broken passive seat edge angle with new one Back adjustment: replace broken part with new one so that the backrest can inclinate backward. Joint between backrest and seat work smoothly. Upper back tension: replace broken upper back tension with new one so that it can allow user to slightly inclinate backward; protect user from suddenly falling backward Arm height adjustment: replace broken arm so that arm can adjust height independently; no scratch on arm finishes Seat and back upholstery: Replace the existing upholstery with new one; colour(black)/type to match the original. No scratch on seat and lower foam. Replace broken caster with new one Five Star Base: Replace broken base with new one. Colour to Transportation of furniture from UN Agencies to the Contractor's location for refurbishment and to UN House after completion of refurbishment.

Div 5 Page 10 of 10

FORM FOR SUBMITTING SUPPLIER'S QUOTATION²

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery³)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the <u>materials/accessories and services</u> listed below in conformity with the technical requirements of UNDP as per RFQ Reference "Refurbishment of office furniture for Green One UN House in Vietnam":

- 1. Proposed material and Price Schedule (Please use template attached Annex 3)
- 2. Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our	Responses		
Quotation are as follows:	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Time required to complete refurbishment:			
within 4 weeks from receiving UNDP			
acceptance of materials samples and			
accessories.			
The contractor under the supervision of the			
UNDP consultant will visit UN Agencies			
(UNFPA, UNIDO, WHO, IOM, UNDP,			
UNICEF, FAO) to inspect each furniture			
item and agree with the UNDP consultant			
on furniture's conditions and requirement			
for refurbishment of that item.			
The contractor seeks approval of UNDP			
consultant on the technical specifications			
of materials/accessories			
before undertaking repair works for the			
identified items			
The Contractor shall transport furniture			
from UN Agencies to the Contractor's			
location for refurbishment and transport			
these items to UN House after completion			
of refurbishment.			
The contractor will work under the			
supervision of the UNDP consultant to			
ensure the work quality and timely delivery			
schedules of the refurbished items			
3 month warranty for the refurbished			
items			
Validity of Quotation (120 days from			
submission deadline)			
All Provisions of the UNDP General Terms			
and Conditions			

² This serves as a guide to the Supplier in preparing the quotation and price schedule.

³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

We hereby confirm that we are not included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;

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 4 - LIST OF UN AGENCY WITH CURRENT ADDRESSES

- 1. UNDP, 72 Ly Thuong Kiet, Hoan Kiem, Hanoi
- 2. UNICEF, 81 Tran Quoc Toan, Hoan Kiem, Hanoi
- 3. UNFPA, Golder Westlake, 151 Thuy Khue, Ba Dinh, Hanoi
- 4. FAO, 3 Nguyen Gia Thieu, Hoan Kiem, Hanoi
- 5. IOM, Level 12^a CMC Tower, Duy Tan, Cau Giay, Hanoi
- 6. UNAIDS, No 24 Lane Trinh Hoai Duc, Ba Dinh, Hanoi
- 7. UN HABITAT, Room 203-204, A2 Building, 298 Kim Ma, Ba Dinh, Hanoi
- 8. UNIDO, 72 Ly Thuong Kiet, Hoan Kiem, Hanoi
- 9. UNWOMEN, 72 Ly Thuong Kiet, Hoan Kiem, Hanoi
- 10. WHO, 63 Tran Hung Dao, Hoan Kiem, Hanoi

ANNEX 5: SUBMISSION CHECKLIST

CHECK LIST OF DOCUMENTS SUBMITTED BY BIDDERS

<u>Note</u>: Bidders are required to review carefully this checklist before submission to ensure complete submission

Item	Documents	To be completed by bidders		
		Doc submitted Y/N	Number of pages	Remarks
Note 1	 Bid must be "password protected" Password protected bid to be submitted to bidding.vn@undp.org by 26 March 2015 (Hanoi time) Password must not be provided to UNDP before submission deadline. Password MUST be provided to UNDP email: bidding.vn@undp.org on 27 March 2015 (Hanoi time) Maximum file size per email: 07 MB Bid must be free from any form of virus or corrupted contents, or the bids shall be rejected. Bid must be in PDF format Email subject: (Company name) Refurbishment of Office furniture for UN House (Email 1 of) Notification by email to: nguyen.thi.hoang.yen@undp.org informing that you 	Y/N		
Note 2	have submitted bid, the time/date submitted bid and the number of email submitted. Notification to be sent right after submitting bid.			
Note 2	Hard copy submission (1 original plus 1 copy) shall be submitted to: Ms. Huynh Huong Thanh Administrative Assistant UNDP Vietnam 72 Ly Thuong Kiet Street, Hanoi, Vietnam. Subject of envelop: Company name - "Refurbishment of office furniture for UN House in Vietnam" Hard copy submission must reach above address by 26			
	March 2015 (Hanoi time). Notification by email to: nguyen.thi.hoang.yen@undp.org informing that you have submitted bid and the time/date submitted bid. Notification to be sent right after submitting bid.			

Α	Mandatory documents/items to be submitted* *(failure to submitted these items <u>will not</u> be considered for detailed evaluation)	
1	Proposed material and Price Schedule (Annex 3 - RFQ) with <u>all cost components and proposed materials provided</u>	
В	Required documents for detailed evaluation	
1	Form for submitting supplier's quotation (Annex 2)	
2	Copy of Business registration	
3	Company profile	
4	List of top clients in the past 5 years including client name, contract value, contract duration, clients' contact details.	
5	3 reference letters from 3 big clients	
6	This duly filled, checked, certified submission checklist to be attached to the submission	

Certified to check this submission checklist before submission

Signature:
Name and Title:
Date:

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.