

REQUEST FOR QUOTATION (RFQ) (from companies in Viet Nam)

REFERENCE 1-191003: Installation of 100 panels, Provision of	DATE: October 21, 2019
Inverters and Connection to the existing photovoltaic system for	
the Green One United Nations House (GOUNH) in Hanoi	

Dear Sir / Madam:

We kindly request you to submit your quotation for Installation of 100 panels, Provision of Inverters and Connection to the existing photovoltaic system for the Green One United Nations House (GOUNH) in Hanoi 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 **November 7, 2019** to the address below:

United Nations Development Programme

304 Kim Ma Street, Hanoi Ms. Luu Ngoc Diep, Procurement Associate Tel: 04-38500200; 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 05 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	□FCA
[INCOTERMS 2010]	
(Pls. link this to price	
schedule)	⊠DAP
	☑ Other : installation
Customs clearance, if	⊠Supplier/Offeror
needed, shall be done by:	
Exact Address/es of	304 Kim Ma, Hanoi
Delivery Location/s	
(identify all, if multiple)	
Latest Expected Delivery	Within 90 days upon the availability of the 100 solar panels
Date and Time <i>(if delivery</i>	

time exceeds this, quote	
may be rejected by UNDP)	
Delivery Schedule	Required
	Not Required
Mode of Transport	
	□SEA
	□OTHER [pls. specify]
Preferred	⊠ Local Currency (Vietnam Dong)
Currency of Quotation	For the purposes of comparison of all Proposals: UNDP will convert the
	currency quoted in the Proposal into the UNDP preferred currency, in
	accordance with the prevailing UN operational rate of exchange on the
Value Added Tax on Price	proposal submission deadline.
Quotation	Must be inclusive of VAT and other applicable indirect taxes
-	Must be exclusive of VAT and other applicable indirect taxes
After-sales services	Conduct operation and maintenance training for the GOUNH facility
required	management staff
	Warranty and maintenance of the system for two-year faultless operation
	I Technical Advisory Support Service
Deadline for the	COB, Thursday, November 07, 2019 and Hanoi time
Submission of Quotation	and hand time
	- After submission of your quotation, please send separate email (without
	attachment) to <u>procurement.vn@undp.orq</u> notifying that you already
	submitted proposal and the number of emails submitted. Notification
	emails should be sent to above address by submission deadline or right
	after you submit proposals).
	- UNDP will acknowledge receipt of the proposals within 2 working days
	from the submission deadline. In case you do not receive
	acknowledgement, please contact us within 3 working days after
	submission deadline.
All documentations,	🖾 English
including catalogs,	
instructions and operating	
manuals, shall be in this	
language	
Documents to be submitted	☑ Copy of relevant licenses and/or authorizations (Bản sao Đăng ký kinh doanh mới nhất);
	☑ List of Clients and similar projects for at least the past 3 years (Liệt kê cụ thể về Khách hàng và các dự án tương tự trong ít nhất 3 năm vừa qua);
	Copy of International recognized Quality Control System /Standards which
	are applied to your activity (e.g. ISO 9001, ISO 14001) (Bån sao các chứng
	nhận quốc tế về Hệ thống kiểm soát chất lượng hoặc các tiêu chuẩn áp dụng cho dịch vụ này (ISO 9001, ISO 14001);
	Warranty certificates meeting the requirements as detailed in <i>the Annex 1</i>
	of the TOR (Chứng nhận bảo hành sản phẩm theo đúng thông số kĩ thuật trong phụ lục 1 của Điều khoản Tham chiếu);
	☑ The system design (after review of the current setup) of the additional 100
	panels to the current system, taking in the inverters (which will be provided by the bidder) (<i>Thiết kế hệ thống – sau khi tham khảo hệ thống hiện tại – có</i>

	 bao gồm thêm 100 tấm pin năng lượng mặt trời và Inverters do nhà thầu cung cấp) ☑ Proposed installation plan and preventive maintenance and predictive maintenance plan (engineering maintenance) and emergency call service plan (Kế hoạch lắp đặt đề xuất và kế hoạch bảo trì dự kiến – bảo trì kĩ thuật – và cung cấp dịch vụ hỗ trợ khẩn cấp); ☑ CVs / Resumes with education qualifications of the key personnel involved in the delivery of the solution(s) (CVs có kèm theo bản sao bằng cấp của các nhân sự sử dụng trong dịch vụ này); ☑ Duly Accomplished Form as provided in Annex 2, and in accordance with the requirements in Annex 1 (Báo giá theo mẫu Annex 2 có chữ ký và đóng dấu).
Period of Validity of Quotes starting the Submission Date	 ☑ 90 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	 ☑ Not permitted □ Permitted [pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]
Payment Terms	 10% of the contract value upon the submission of complete set of system drawings by successful Bidder and approval of the same by UN; 30% of the contract value upon receipt of complete materials accepted by UN at the GOUNH site; 40% of the contract value after successful installation, testing, commissioning and stabilization of operation to the satisfaction of UN office in Hanoi; 20% of the contract value after three months successful operation of the system and receipt on certificate of acceptance signed by the Head of the UN Common Services Unit.
Evaluation Criteria	1. Technical proposal evaluation: State 1 - Mandatory requirements: ☑ Having valid relevant licenses and/or authorizations enabling the company to perform the required services /work required; ☑ Show proof of past and/or present experience in similar projects, at least 3 years; ☑ Proposed guarantee terms and conditions as required in the TOR; ☑ Provide inverters, accessories meeting specifications in the TOR; ☑ Full acceptance of the PO/Contract General Terms and Conditions. Bidders meeting all mandatory requirements above will be assessed under stage 2 State 2 – Technical requirements (Total: 1000 points): ☑ Maximum 250 points for: Technical experience of principal personnel
	related to the performance of the requirement. (Education qualification

	related to the performance of the requirement should be provided in CVs when applicable);
	Maximum 50 points for: Provided International recognized Quality Control System/Standards which are applied to your activity (e.g. ISO 9001, ISO 14001);
	☑ <u>Maximum 500 points for</u> : The appropriately proposed design of integration/connection;
	Maximum 200 points for: The proposed work plan and overall approach
	on how to meet the TOR requirements. Bidders achieving ≥ 700 points are qualified for the financial evaluation.
	2. Financial proposal evaluation:
	Maximum 1000 points will be given to the lowest offer and the other financial proposals will receive the points inversely proportional to their
	financial offers. i.e. $Sf = 1000 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the submission under consideration.
	The weight of technical points is 70% and financial points is 30%.
	The bidder with the highest evaluation score will be selected.
UNDP will award to:	☑ One and only one supplier
Type of Contract to be Signed	Contract for Goods and services
Special conditions of Contract	☑ The Contractor must be responsible for risk liability of all personnel associated with implementation and realization of the project.
Conditions for Release of	as per the payment terms aboave
Payment	Submission of complete set of system drawings by the Contractor and approval of the same by the UN
	 Complete materials received and accepted by the UN at the GOUNH site Complete and successful installation, testing, commissioning and stabilization of operation to the satisfaction of UN office in Hanoi
	 Three-month successful operation of the system and receipt on certificate of acceptance signed by the Head of the UN Common Services Unit. Written Acceptance of Goods based on full compliance with RFQ requirements
Annexes to this RFQ	 ☑ Specifications of the Goods and other requirements (Annex 1) ☑ Form for Submission of Quotation (Annex 2)
	 ☑ <u>General Terms and Conditions</u> / Special Conditions (Annex 3). □ Others [pls. specify, if any]
	Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for	Ms. Luu Ngoc Diep Procurement Associate
Inquiries (Written inquiries only) ¹	Tel: 38500200 Email: luu.ngoc.diep@undp.org

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.

	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.
Pre-bid meeting	To help the interested bidders having better understanding of UN requirement, a pre-bid meeting will be organised at 304 Kim Ma at <u>11.00 am,</u> <u>23 October 2019</u> . The meeting will:
	 Brief the bidders on this bid's requirements; Show the existing solar panel system of the GOUNH Bidders who would like to participate in the pre-quotation meeting please register with the above contact person by <u>22 October 2019</u>.

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: <u>http://www.undp.org/procurement/protest.shtml</u>.

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, Procurement Unit October 21, 2019

Annex 1

Technical Specifications and Requirements

Installation of 100 panels, Provision of Inverters and Connection to the existing photovoltaic system for the Green One UN House (GOUNH), Ha Noi, Viet Nam

A. Background Information

Green UN House (GOUNH) has operated a solar panel system with 412 panels (270Wp each panel) since May 2015 with the design maximum capacity of 110 Kwp.

The Management Board of the GOUNH has agreed to supplement the existing solar system with at least 100 high efficient solar PV panels. The new solar system will run in parallel with the existing Solar PV system and will be connected to the grid (system with NO batteries).

B. Objectives of the assignment

The objective of this assignment is the installation of 100 panels (including inverters and the supplement system) and the PV system of 32,500 KWp efficient solar PV panels in GOUNH on the roof of the main building or on the roof of Entry Building. The 100 PV panels will be provided by the GOUNH.

C. Scope of works

The Contractor services are expected to cover the following:

- Conduct a thorough and detailed review of on-site provision for the verification of required details and assessment of installation methods and structural rigidness (to avoid over stressed areas) of roof or slab for the PV panels. It is also required to check the spacing for electrical connections, metering and monitoring equipment's;
- 2. Provide detailed design with drawings of the solar PV Power system for GOUNH Common Services (CS) approval;
- 3. Supply all necessary equipment (support metallic frames) and devices (other than PV panels) meeting the requirement listed in Annex 1;
- 4. Install and Testing and commissioning of the system;
- 5. Responsible for risk liability of all personnel associated with implementation and realization of the project;
- 6. Starting-up and final commissioning of the facility and providing test certificates, in coordination with CS team;
- 7. Conduct the necessary administrative process to secure agreement with *the Hanoi Power* for the connection with the solar systems of GOUNH to the grid;
- 8. Ensure the timely supply and installation of the equipment at the GOUNH;
- 9. Conduct operation and maintenance training for the GOUNH facility management staff;
- 10. Provide warranty and maintenance of the system for two-year faultless operation and technical advisory service;

11. The entire work is considered as a turnkey project and on fixed cost basis.

D. **Qualification requirements**

Companies intending to submit a bid should have the organizational and technical capacity, experience and professionalism to provide the Services Requirements. Bidders should be able to

- 1. Provide a copy of relevant licenses and/or authorizations, where applicable, enabling the company to perform the required services /work required;
- 2. Show proof of past and/or present experience in similar projects, at least 3 years;
- 3. Indicate if and which established international recognized Quality Control System /Standards are applied to their activity (e.g. ISO 9001, ISO 14001);
- 4. Provide inverters, accessories and materials that meet specifications and GOUNH requirements (reference to Annex 1);
- 5. Technical experience of principal personnel related to the performance of the requirement. Please provide CVs or Resumes of the key personnel involved in the delivery of the solution(s);
- 6. Demonstrate an understanding of the GOUNH's requirements and provide an integration design, work plan and overall approach on how to meet these requirements.
- 7. Provide the warranty certificates meeting the requirement as detailed in the TOR. (reference to Annex 1)

E. Methodology

Bidders shall propose a viable approach to the assignment. The following suggested methodologies is encouraged:

- Conduct a thorough and detailed review of on-site provision for the verification of required details and assessment of installation methods and structural rigidness (to avoid over stressed areas) of roof or slab for the PV panels. It is also required to check the spacing for electrical connections, metering and monitoring equipment's.
- Submit a proposal detailing (1) the system design (after review of the current setup) of the additional 100 panels to the current system, taking in the inverters (which will be provided by the bidder) and (2) installation plan and preventive maintenance and predictive maintenance plan (engineering maintenance) and emergency call service plan.

F. <u>Technical submission list:</u>

- 1. Copy of business licenses/authorizations
- 2. List of Clients and service provided during the past 3 years (min)
- 3. A proposal includes:
 - the system design (after review of the current setup) of the additional 100 panels to the current system, taking in the inverters (which will be provided by the bidder)
 - List of components/equipment with quantity + warranty (5 years for inverter(s)+ 2 year maintenance
 - installation plan and preventive maintenance and predictive maintenance plan (engineering maintenance) and emergency call service plan
 - Technical team: Education qualification related to the performance of the requirement should be provided in CV when applicable
 - Copy of International recognized Quality Control System /Standards are applied to their activity (e.g. ISO 9001, ISO 14001) if any

G. Duration of the work and contract implementation time and Duty Station

Duration & timing: The work must be delivered within 90 days upon readiness of the 100 panels. Any delay must be discussed and approved by the UN. Duty station: 304 Kim Ma Street, Hanoi

H. Payment Terms

Payment after the maintenance work has been done and the service quality is certified by GOUNH Common Services

- 10% of the contract value upon the submission of complete set of system drawings by successful Bidder and approval of the same by UN.
- 30% of the contract value upon receipt of complete materials accepted by UN at the GOUNH site.
- 40% of the contract value after successful installation, testing, commissioning and stabilization of operation to the satisfaction of UN office in Hanoi.
- 20% of the contract value after three-month successful operation of the system and receipt on certificate of acceptance signed by the Head of the UN Common Services Unit.

I. Annexes to the TOR

Annex 1: Technical and Operational Specifications/Requirement

Annex 1 to the TOR

Technical and Operational Specifications/Requirement

1. Operational

The system will operate as follows:

- The system will be connected automatically to the grid, supplying electricity directly to the building;
- In case of electricity failure on the public grid, the building will be powered by the existent backup generator, and the PV system;

All system components must meet guarantee/warranty terms and high-quality standards (provide certification) to ensure long-term sustainability of the PV system. The local conditions must be taken into consideration. The system will be constructed such a way that a user can perform routine maintenance and replacing works, and a technician can easily perform system diagnostics or replace components. The bidder should provide the most appropriate system integration, components, assembly and packaging that meet all specifications.

2. Inverter and miscellaneous accessories

The inverter must be specified for the maximum load of the PV system. Other accessories needed for the installation and operation of the system shall be specified according to the installed PV capacity and the local conditions (roof of the building).

Technical characteristic for Grid-connected inverter: SMA (or equivalent) – Quantity to be proposed

by the bidder Max. Efficiency: ≥99%

- Warranty: 5 years
- Protection grade: IP20 (indoor)
- Cooling-down method: forced air cooling
- Relative humidity: 0-95%, non-condensation
- Display: LCD
- Communication interface: RS232/485 Ethernet/GPRS

3. Electric Power Requirements:

- Power provided must be compatible with the onsite distribution system (three-phase voltage).
- Power capacity should be measured at the inverter AC output
- The System must include all the hardware needed for the solar PV.
- All systems must be installed in accordance with all applicable requirements of local electrical codes
- The remaining components of the system (wiring, component, wiring, conduits, and connections) must be suited for conditions for which they are to be installed.
- Interconnection must comply with any applicable to local regulations on such
- Interconnection Standards for non-Utility generation. Contractor will assist the UN in preparing and submitting appropriate interconnection agreements with Hanoi Power. This shall be done at no cost or liability to UN.
- All electrical equipment should be listed for the voltage and current ratings necessary for the application.
- All exposed cables or conduits should be sunlight resistant.
- All required overcurrent protection should be included in the system and should be accessible for

maintenance

- All electrical terminations should be fully tightened, secured, and strain relieved as appropriate.
- All mounting equipment should be installed according to manufacturers' specifications
- All cables, conduit, exposed conductors and electrical boxes should be secured and supported according to code requirements.

4. Control and monitor:

The monitor and management system

- Monitor and record the actual data and analyzing data of the system
- Display the data on the screen at GOUNH's reception area
- Automatic fault report
- Automatic sending reports
- The Monitor and Management system should include the Monitor and Management of the existing panels and inverters.

5. Meters Quantity to be proposed by the bidder

- Contractor will provide revenue grade Interval Data Recording (IDR) meters complete with industry standard telemetry for communication with Ethernet, cellular or other common output capabilities.
- Contractor will provide connection to the GOUNH's Building Management System (BMS), for the purposes of metering, monitoring and data collection of solar production.
- Meters must connect to a monitoring/data collection recording solar production through Time-of-Use (TOU) increments applicable to the local utility standards, with a minimum 15-minute intervals.

6. Structural Requirements

- All structures and structural elements, including array structures, shall be designed in accordance with all applicable Building Codes and standards pertaining to the erection of such structures.
- All structural components, including array structures, shall be designed in a manner commensurate with attaining a minimum 25-year design life. Particular attention shall be given to the prevention of corrosion at the connections between dissimilar metals.

7. Operation, Maintenance and Warranty

The Contractor will be responsible for the maintenance of the solar PV system for the next 02 years. The cost of maintenance for the 02 years to be included in the proposal.

The Contractor shall provide notification to the GOUNH CS as early as practical, but in no event less than five days, prior to any planned maintenance and repairs. The Contractor will provide a minimum of ten days notification to the GOUNH CS if any planned repairs or maintenance that will result in any disruption to the building electrical load.

As part of the acceptance of the solar PV system the Contractor shall instruct and provide operations manuals on how to shut down the solar PV system in the event of an emergency.

The Contractor shall insure that the GOUNH emergency first responders can easily identify what to do in the event of an emergency and able to perform these tasks quickly and safely.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION (This Form must be submitted only using the Supplier's Official Letterhead/Stationery²)

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 for **"Installation of 100 panels, Provision of Inverters and Connection to the existing photovoltaic system for the GOUNH"**:

TABLE 1 : Offer to Supply	Inverters and	accessories	Compliant	with	Technical Sp	pecifications a	nd
Requirements			-		-		

No.	Description/Specification of Goods	Quoted Product / Model (provide details specs of the quoted item)	Quantity (Please propose the quantity)	Warranty period	Latest Delivery Date (upon receipt of formal order)	Total Price per Item
1.	 Grid-connected inverter: SMA (or equivalent): Max. Efficiency: ≥99% Warranty: 5 years Protection grade: IP20 (indoor) Cooling-down method: forced air cooling Relative humidity: 0-95%, non-condensation Display: LCD Communication interface: RS232/485 Ethernet/GPRS 					
2.	 Electric Power: Power provided must be compatible with the onsite distribution system (three-phase voltage). Power capacity should be measured at the inverter AC output The System must include all the hardware needed for the solar PV. All systems must be installed in accordance with all applicable 					

² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

r				,,
	requirements of local electrical			
	codes			
	• The remaining components of the			
	system (wiring, component,			
	wiring, conduits, and			
	connections) must be suited for			
	conditions for which they are to			
	be installed.			
	 Interconnection must comply 			
	with any applicable to local			
	regulations on such			
	 Interconnection Standards for 			
	non-Utility generation.			
	Contractor will assist the UN in			
	preparing and submitting			
	appropriate interconnection			
	agreements with Hanoi Power.			
	This shall be done at no cost or			
	liability to UN.			
	All electrical equipment should			
	be listed for the voltage and			
	current ratings necessary for the			
	application.			
	 All exposed cables or conduits 			
	should be sunlight resistant.			
	 All required overcurrent 			
	protection should be included in			
	the system and should be accessible for maintenance			
	All electrical terminations should			
	be fully tightened, secured, and			
	strain relieved as appropriate.			
	All mounting equipment should			
	be installed according to			
	manufacturers' specifications			
	All cables, conduit, exposed			
	conductors and electrical boxes			
	should be secured and supported			
	according to code requirements.			
3.	Monitor and management system:			
	 Monitor and record the actual 			
	data and analyzing data of the			
	system			
	• Display the data on the screen at			
	GOUNH's reception area			
	Automatic fault report			
	Automatic sending reports The Maniter and Management			
	The Monitor and Management			
	system should include the			
	Monitor and Management of the			
	existing panels and inverters.			

4.	<u>Revenue grade Interval Data</u>					
	Recording (IDR) meters:					
	 Contractor will provide revenue 					
	grade Interval Data Recording					
	(IDR) meters complete with					
	industry standard telemetry for					
	communication with Ethernet,					
	cellular or other common output					
	capabilities.					
	Contractor will provide					
	connection to the GOUNH's					
	Building Management System					
	(BMS), for the purposes of					
	metering, monitoring and data					
	collection of solar production.					
	Meters must connect to a					
	monitoring/data collection					
	recording solar production					
	through Time-of-Use (TOU)					
	increments applicable to the local					
	utility standards, with a minimum					
	15-minute intervals.					
5.						
5.	Structural Requirements:					
	 All structures and structural 					
	elements, including array					
	structures, shall be designed in					
	accordance with all applicable					
	Building Codes and standards					
	pertaining to the erection of such					
	structures.					
	 All structural components, 					
	including array structures, shall					
	be designed in a manner					
	-					
	commensurate with attaining a minimum 25-year design life.					
	Particular attention shall be given					
	to the prevention of corrosion at					
	the connections between					
	dissimilar metals.					
2.	Transportation cost		package			
3	Other costs if any (pls specify)		puckage			
5	VAT					
		1	1	<u> </u>	I	
	Total Fina	l and All-Inclusiv	e Price Quot	ation for the	Inverters	
	and acces		-	-		
I						

TABLE 2 : Offer to Supply Installation and Maintenance Services Compliant with Technical Specifications and Requirements

ltem No.	Descrij	ption/Specification of Goods	Quantity	Latest Delivery Date (upon receipt of formal order)	Total Price per Item	
1.	the suppleme	100 panels (including inverters and nt system) and the PV system of fficient solar PV panels in GOUNH	Package			
2.	Maintenance next 02 years	fee of the solar PV system for the	Package			
3	Other costs (if	any) pls specify				
4	VAT					
		Total Final and All-Inclusive Price Quotation for the <u>Installation and</u> <u>Maintenance Services</u>				

TABLE 3 : Offer to Supply ALL Goods and Services Compliant with Technical Specifications and Requirements

ltem No.	Description/Specification of Goods	Latest Delivery Date (upon receipt of formal order)	Total Price per Item
1.	Total Final and All-Inclusive Price Quotation for the <u>Inverters and accessories</u> (From Table 1)		
2.	Total Final and All-Inclusive Price Quotation for the <u>Installation and Maintenance Services</u> (From Table 2)		
	Total Final and All-Inclusive Price Q Services		

TABLE 4 : Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Be responsible for risk liability of all personnel			
associated with implementation and realization of the project			
Deliver Goods and Services within 90 days upon			
readiness of the 100 panels. Any delay must be			
discussed and approved by the UN.			
Conduct the necessary administrative process to			
secure agreement with the Hanoi Power for the			
connection with the solar systems of GOUNH to the			
grid			
Conduct operation and maintenance training for the GOUNH facility management staff			
Warranty and maintenance of the system for two-			
year faultless operation			
Validity of Quotation (90 days)			
Acceptance of all Provisions of the UNDP General Terms and Conditions			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

Please find attached detailed specification and catalogue of the offered product.

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

[Name and Signature of the Supplier's Authorized Person] [Designation] [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 <u>Force Majeure</u>), 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 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.