



REQUEST FOR QUOTATION (RFQ)
(from Vietnamese companies)

REFERENCE 1-200202: Maintenance and 24/24 Emergency Call Services of the Building Management System (BMS) and Access Control System (ACS) for the Green One UN House (GOUNH)	DATE: February 18, 2020
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Dear Sir / Madam:

We kindly request you to submit your quotation for the **Maintenance and 24/24 Emergency Call Services of the Building Management System (BMS) and Access Control System (ACS) for the Green One UN House (GOUNH)** 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 **March 3, 2020** 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 [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input type="checkbox"/> DAP <input type="checkbox"/> Other <i>[pls. specify]</i>
Exact Address/es of Delivery Location/s (identify all, if multiple)	304 Kim Ma, Hanoi
Preferred Currency of Quotation	<input checked="" type="checkbox"/> Local Currency (Vietnam Dong) 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 proposal submission deadline.
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
Other requirements	<input checked="" type="checkbox"/> Commit to comply with all other requirements of the TOR <input checked="" type="checkbox"/> Commit the responsible time for the 24h/24 emergency call services
Deadline for the Submission of Quotation	<p>COB, Tuesday, March 03, 2020 and Hanoi time</p> <ul style="list-style-type: none"> - <i>After submission of your quotation, please send separate email (without attachment) to procurement.vn@undp.org 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).</i> - <i>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.</i>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Vietnamese
Documents to be submitted	<input checked="" type="checkbox"/> Latest Business Registration Certificate (<i>Bản sao đăng ký kinh doanh mới nhất, có kèm lĩnh vực được phép kinh doanh</i>); <input checked="" type="checkbox"/> Detailed CVs at least 02 proposed technicians trained by HONEYWELL in BMS (for BMS maintenance service) with past experience in working on similar projects and assignments with copies of educational qualifications and copy of HONEYWELL's BMS training certificates (<i>Sơ yếu lý lịch chi tiết về kinh nghiệm làm việc cho các dự án tương tự của ít nhất 2 nhân viên kỹ thuật, kèm theo bản sao bằng cấp và chứng chỉ đào tạo về Honeywell BMS – nếu tham gia thầu về BMS</i>); <input checked="" type="checkbox"/> Detailed CVs at least 02 proposed technicians trained by HONEYWELL in ACS (for ACS maintenance service) with past experience in working on similar projects and assignments with copies of educational qualifications and copy of HONEYWELL's ACS training certificates (<i>Sơ yếu lý lịch chi tiết về kinh nghiệm làm việc cho các dự án tương tự của ít nhất 2 nhân viên kỹ thuật, kèm theo bản sao bằng cấp và chứng chỉ đào tạo về Honeywell ACS – nếu tham gia thầu về ACS</i>); <input checked="" type="checkbox"/> An appropriate work plan and overall approach (<i>Kế hoạch bảo dưỡng do nhà thầu đề xuất theo các tiêu chí trong Điều khoản Tham chiếu</i>); <input checked="" type="checkbox"/> Commitment on the responsible time within 4 hours for the 24h/24 emergency call services (<i>Cam kết thời gian phản ứng trong vòng 4 giờ cho yêu cầu xử lý sự cố 24/24</i>); <input checked="" type="checkbox"/> Commitment on the compliance with all other requirements of the TOR (<i>Cam kết đáp ứng tất cả các yêu cầu khác trong Điều khoản Tham chiếu</i>);

	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the requirements in Annex 1 (<i>Báo giá dịch vụ theo mẫu Annex 2 theo các Điều khoản tham chiếu thuộc Annex 1, có kí và đóng dấu</i>);
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 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	<input type="checkbox"/> Not permitted <input checked="" type="checkbox"/> Permitted [<i>Bidders could submit proposal for one system (BMS or ACS) or for both (BMS and ACS.)</i>]
Payment Terms	<input checked="" type="checkbox"/> Payment will be made every 6 months based on: <ul style="list-style-type: none"> - Formal Invoice - Report on provided satisfactory services with certification by authorized UN staff <p><i>Where two currencies are involved, the rate of exchange shall be the official rate applied by UNDP on the day UNDP instructs its Bankers to effect the payment(s).</i></p>
Evaluation Criteria	<input checked="" type="checkbox"/> Submitted proposal will be technically evaluated on Pass/Fail basis (<i>Hồ sơ dự thầu sẽ được đánh giá về mặt kĩ thuật theo tiêu chí Đạt/Không đạt</i>): <ol style="list-style-type: none"> 1. Having business license to operate in Viet Nam (<i>Công ty có giấy phép đăng ký kinh doanh tại Việt Nam</i>) 2. Having at least 02 technicians trained by HONEYWELL in BMS (for BMS maintenance service) (<i>Có ít nhất hai kĩ thuật viên có chứng chỉ đào tạo về Honeywell BMS – nếu tham gia thầu về BMS</i>) 3. Having at least 02 technicians trained by HONEYWELL in ACS (for ACS maintenance service) (<i>Có ít nhất hai kĩ thuật viên có chứng chỉ đào tạo về Honeywell ACS – nếu tham gia thầu về ACS</i>) 4. Minimum of 1 year's experience in similar projects and assignment for the proposed technicians (<i>Các kĩ thuật viên có ít nhất một năm kinh nghiệm trong các dự án tương tự</i>) 5. Having an appropriate work plan and overall approach (<i>Kế hoạch bảo dưỡng đề xuất được chấp nhận</i>) 6. Commitment on the responsible time within 4 hours for the 24h/24 emergency call services (<i>Cam kết thời gian phản ứng trong vòng 4 giờ cho yêu cầu xử lý sự cố 24/24h</i>) 7. Commitment on the compliance with all other requirements of the TOR (<i>Cam kết đáp ứng các yêu cầu khác trong Điều khoản Tham chiếu</i>) 8. Duly Accomplished Form as provided in Annex 2, and in accordance with the requirements in Annex 1 (<i>Báo giá dịch vụ theo mẫu Annex 2 theo các Điều khoản tham chiếu thuộc Annex 1, có kí và đóng dấu</i>); 9. Full acceptance of the PO/Contract General Terms and Conditions [<i>this is a mandatory criteria and cannot be deleted</i>]

	<p><i>regardless of the nature of services required]</i></p> <p>All bids passing all above criteria of the technical evaluation will be technically qualified for financial evaluation. Lowest offer for each package will be selected.</p> <p><i>(Hồ sơ đạt tất cả các tiêu chí đánh giá kỹ thuật trên sẽ được đánh giá về tài chính. Nhà thầu chào giá thấp nhất cho dịch vụ bảo dưỡng BMS sẽ thắng thầu cho dịch vụ bảo dưỡng BMS. Nhà thầu chào giá thấp nhất cho dịch vụ bảo dưỡng ACS sẽ thắng thầu cho dịch vụ bảo dưỡng ACS)</i></p>
UNDP will award to:	<input checked="" type="checkbox"/> One or two suppliers
Type of Contract to be Signed	<input checked="" type="checkbox"/> Long-term Agreement
Conditions for Release of Payment	<input checked="" type="checkbox"/> Formal Invoice <input checked="" type="checkbox"/> Report on provided satisfactory services with certification by authorized UN staff <input type="checkbox"/> Others
Annexes to this RFQ	<input checked="" type="checkbox"/> Terms of Reference (Annex 1) <input checked="" type="checkbox"/> List of Equipment and Maintenance and 24/24 Emergency back-up Requirements (in Vietnamese) (Annex A-1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). <input type="checkbox"/> Others <i>[pls. specify, if any]</i>
Contact Person for Inquiries (Written inquiries only) ¹	<p>Ms. Luu Ngoc Diep Procurement Associate Tel: 38500200 Email: luu.ngoc.diep@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Pre-bid meeting	<p>To help the interested bidders having better understanding of UN requirement, a pre-bid meeting will be organised at 304 Kim Ma at 10.30 am, 21 February 2020 (Friday).</p> <p>Bidders who would like to participate in the pre-bid meeting please <u>register</u> with the above contact person by 20 February 2020.</p>

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.

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.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/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,

Tran Thi Hong
Head, Procurement Unit
February 18, 2020

Annex 1

Terms of Reference (TOR) Maintenance and 24/24 Emergency Call Services of the Building Management System (BMS) and Access Control System (ACS) for the Green One UN House (GOUNH)

1. Background Information

GOUNH has 2 technical systems using Honeywell equipment's: The Building Management System (BMS) and the Access Control System (ACS)

The BMS located in the Control Room, First floor of the main Building. The equipment's are controlled/monitored by BMS system include Chillers, AHUs, PAU, FCUs, VAV Boxes, CRAC of Data Center, Exhaust Fans, Smoke Extract Fans, Office Extraction Fans, Ventilation Fans, Generator, Transformer, Switchboard, Elevators, Sump Pump of Fuel Tank, Fire Pump system, Water Pump System and Booster Pump System.

The ACS controls the access to doors and gates inside the building.

In order for the BMS and the ACS to be in a good working condition at all times, they have to be maintained regularly according to manufacturer's specifications. This, therefore, requires the engagement of a competent maintenance service provider who will, in a timely fashion, provide maintenance services for the 2 systems and attend to faults from time to time.

2. Scope of works

Provide preventive and predictive maintenance services, remedial repair services and equipment inspections (for the software only) ensuring BMS's and ACS's software operate as intended and in compliance with manufacturer's recommendations and industry's best practices.

The Maintenance Requirements are listed in the Annex A-1

3. 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. Have technicians with past and/or present experiences in similar projects;
2. Have technicians trained by HONEYWELL in BMS and/or ACS Services;
3. Demonstrate an understanding of the UN's requirements and come up with an appropriate work plan and overall approach on how to meet these requirements.

4. Methodology

Bidders shall propose a viable approach to the assignment. The following suggested methodologies could be adopted:

- Conduct a thorough and detailed review of on-site provision
- Get all necessary data and the working conditions of the BMS and ACS in GOUNH
- Submit preventive maintenance and Breakdown/Call Back service plan
- Submit financial proposal which should cover labour and all other cost for maintenance service and labour for Breakdown/Call Back service.
- The Bidders could submit proposal for **one** system (BMS or ACS) or **for both** (BMS and ACS).

5. Content of technical proposal:

Bidders shall submit the following to UNDP for technical evaluation:

1. CVs of the proposed maintenance Team members (as least 2 members for BMS and/or 2 for ACS) for the assignment including the following information:
 - a. Educational qualifications and professional experiences including training from Honeywell for BMS/ACS (copy of the training certifications from Honeywell of proposed Team members)

- b. Past experience in working on similar project and assignment – List all similar projects they worked on and their roles on those projects in the past 2 years.
- 2. Detailed plan for Maintenance and 24h/24 emergency call services
- 3. Commit the responsible time for the 24h/24 emergency call services.
- 4. Commit to comply with all other requirements of the TOR

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

Duration & timing: yearly contract with possible extension to maximum 3 years (expected starting date of 01-Apr-2020) subject to satisfactory performance

Duty station: 304 Kim Ma Street, Hanoi

7. Payment Terms

The lump-sum will be paid upon the service completion of every 6 months with certification that the required deliverables, services have been delivered in full compliance with the GOUNH requirements and acceptance of service reports by GOUNH.

8. Evaluation criteria

A. Technical evaluation:

Submitted proposal will be technically evaluated on Pass/Fail basis.

<i>Technical Proposal Evaluation Criteria</i>		<i>Document submission requirement</i>	<i>Pass/Fail</i>
1)	Having business license to operate in Viet Nam	Provision of copy of latest Business Registration Certificate	
2)	Having at least 02 technicians trained by HONEYWELL in BMS (for BMS maintenance service)	Copy of HONEYWELL’s BMS training certificates of the proposed technicians	
3)	Having at least 02 technicians trained by HONEYWELL in ACS (for ACS maintenance service)	Copy of HONEYWELL’s ACS training certificates of the proposed technicians	
4)	Minimum of 1 year’s experience in similar projects and assignment for the proposed technicians	Detailed CVs of the proposed technicians with past experience in working on similar projects and assignments with copies of educational qualifications	
5)	Having an appropriate work plan and overall approach	Detailed plan for Maintenance and 24h/24 Emergency Call services	
6)	Commitment on the responsible time within 4 hours for the 24h/24 emergency call services	Signed commitment on the responsible time within 4 hours for the 24h/24 emergency call services	
7)	Commitment on the compliance with all other requirements of the TOR	Signed commitment on the compliance with all other requirements of the TOR	
Total			Pass/Fail

B. Financial evaluation:

All bids **passing all above criteria** of the technical evaluation in Part A will be technically qualified for financial evaluation. **Lowest offer for each package will be selected.**

9. Annexes to the TOR

Annex A-1: List of Equipment and Maintenance and 24/24 Emergency back-up Requirements (in Vietnamese)

Annex A-1: Danh sách thiết bị chính và các yêu cầu về Bảo dưỡng và Dịch vụ khắc phục sự cố 24/24h

1. Danh sách thiết bị chính:

Danh sách thiết bị chính của Hệ thống BMS:

Phần cứng phòng trung tâm		Số lượng
1	Máy chủ	1
2	WEB600	4
3	WEB300	1
4	Các tủ DDC thực hiện	16

1.1. Danh sách thiết bị chính của Hệ thống ACS:

No.	Devices	Qty
1	PW6K intelligent controller	3
2	PW6K Series 16 Input Module	11
3	PW6K Series Dual Reader Module	30

Các nhà thầu đăng ký tham dự gói thầu này sẽ được cung cấp bản vẽ thiết kế 2 hệ thống BMS và ACS bằng bản mềm Acad.

2. Những yêu cầu bảo trì bảo dưỡng và và xử lý sự cố

2.1. Bảo trì bảo dưỡng Phần mềm điều khiển của hệ thống BMS

Hạng mục	Chu kì bảo dưỡng
Phần mềm BMS: Kiểm tra phần mềm, đảm bảo hoạt động đúng theo yêu cầu, bao gồm những phần kiểm tra sau và các phần kiểm tra cần thiết khác:	
Kiểm tra phần mềm WEB-STATION-AX	6 tháng
Kiểm tra phần mềm kỹ thuật WEB ALARM PORTABLE	6 tháng
Cấu hình và giao diện BMS	
Kiểm tra hoạt động cảnh báo	6 tháng
Kiểm tra các vòng điều khiển và điểm đặt	6 tháng
Kiểm tra khóa liên động	6 tháng
Kiểm tra liên động với hệ thống báo cháy và hệ thống khác	6 tháng
Back up sao lưu dữ liệu	6 tháng
Mạng truyền thông	
Kiểm tra đường truyền thông từ các WEB về máy chủ	6 tháng
Kiểm tra đường truyền thông giữa các nhánh DDC về bộ WEB600	6 tháng
Chỉnh sửa cài đặt và cài đặt bổ xung (nhỏ) cho BMS	khi có yêu cầu

2.2. Bảo trì bảo dưỡng phần mềm điều khiển của hệ thống ACS

Hạng mục	Tần xuất
Về phần mềm: Kiểm tra phần mềm, đảm bảo hoạt động đúng theo yêu cầu, bao gồm những phần kiểm tra sau và các phần kiểm tra cần thiết khác:	6 tháng/lần
Sao lưu cơ sở dữ liệu	6 tháng/lần
Loại bỏ các dữ liệu cũ nhằm tăng hiệu suất của hệ thống	6 tháng/lần
Kiểm tra phần mềm, đảm bảo hoạt động đúng theo yêu cầu.	6 tháng/lần
Chỉnh sửa cài đặt và cài đặt bổ xung (nhỏ) cho ACS	khi có yêu cầu

2.3. Dịch vụ khắc phục sự cố 24h/24 giờ cho cả 2 hệ thống BMS và ACS

Nhà thầu cần cung cấp dịch vụ tiếp nhận thông tin sự cố 24/24 giờ. Khi được thông báo về sự cố/hỏng hóc hoặc sự cố kỹ thuật, Nhà thầu cần ngay lập tức hướng dẫn kỹ thuật viên của GOUNH xử lý sự cố qua điện thoại. Nếu sự cố không thể xử lý được bởi nhân viên kỹ thuật của GOUNH, nhân viên của nhà thầu phải có mặt tại GOUNH để kiểm tra tình trạng thiết bị, tìm ra lỗi gây nên sự cố, trao đổi với GOUNH về sự cố và khắc phục sự cố.

Thời gian từ khi được báo sự cố đến khi đến nhân viên kỹ thuật của nhà thầu đến tới GOUNH để xử lý sự cố do nhà thầu đề xuất, nhưng không lâu hơn 4 giờ.

Chi phí nhân công cho dịch vụ khắc phục sự cố này đã bao gồm trong gói thầu.

Chi phí vật tư, phụ tùng cho sửa chữa nếu có do GOUNH chịu trách nhiệm.

2.4. Báo cáo

Nhà thầu cần:

- Thông báo và tư vấn ngay lập tức cho GOUNH về tình trạng của thiết bị và những hành động cần thực hiện để đảm bảo sự hoạt động bình thường của thiết bị
- Nộp cho GOUNH báo cáo bảo dưỡng, hỏng hóc, sửa chữa sau khi thực hiện bảo dưỡng, phát hiện sự cố và sửa chữa thiết bị
- Báo giá cho GOUNH để phê duyệt nếu bất cứ sửa chữa hoặc thay thế nào được yêu cầu. Không thực hiện bất cứ sửa chữa nào không bao gồm trong hợp đồng mà chưa được đại diện của GOUNH phê duyệt
- Nhà thầu bảo hành chất lượng phụ tùng thay thế (do nhà thầu cung cấp) trong 1 năm kể từ ngày thay thế.

2.6. Biện pháp an toàn

Nhà thầu cần luôn luôn quan sát và tuân thủ luật pháp, quy định hiện hành về an toàn và tất cả quy định và nội quy liên quan đến an toàn và sức khỏe lao động, an toàn về cháy nổ của tòa nhà. Quy định này sẽ được đính kèm với hợp đồng được ký với công ty trúng thầu. Nhà thầu phải chịu mọi chi phí liên quan đến việc tuân thủ những điều trên.

2.7. Trách nhiệm cho việc cung cấp nhân lực và vật lực

a. Cung cấp bởi GOUNH:

- Phòng thay quần áo, nơi để thiết bị và vật tư cho việc thực hiện hợp đồng

b. Cung cấp bởi nhà thầu:

- Nhân viên, kỹ thuật viên, chuyên gia;
- Tất cả dụng cụ và thiết bị cần thiết để cung cấp dịch vụ

Annex 2

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 provide the services listed below in conformity with the Terms of Reference as per RFQ Ref. 1-200202:

TABLE 1: Offer to Provide Services Compliant with the TOR

No.	Description of Services	Year 1	Year 2	Year 3	Total (in VND)
1	Maintenance and 24/24 Emergency Call Services of the Building Management System (BMS)				-
2	Applicable taxes (if any)				-
Total Final and All-Inclusive Price Quotation for BMS					-

TABLE 2: Offer to Provide Services Compliant with the TOR

No.	Description of Services	Year 1	Year 2	Year 3	Total (in VND)
1	Maintenance and 24/24 Emergency Call Services of the Access Control System (ACS)				
2	Applicable taxes (if any)				
Total Final and All-Inclusive Price Quotation for ACS					

TABLE 3: Offer to Comply with Other Conditions and Related Requirements

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

Other Information pertaining to our Quotation are as follows:	Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Commitment on the responsible time within 4 hours for the 24h/24 emergency call services			
Commitment on the compliance with all other requirements of the TOR			
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 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.