

# REQUEST FOR QUOTATION (RFQ) (Goods)

United Nations Development Program	DATE: September 28, 2021
Common Services	
Marmorvej 51	REFERENCE: RFQ-UNCITY CPH-2021- VMware
2100 Copenhagen Campus 1	Software Subscription

Dear Sir / Madam:

We kindly request you to submit your quotation for the subscription of VMware Software 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 October 13, 2021 and via (choose appropriate box)  $\boxtimes e$ -mail,  $\square$ courier mail or  $\square$ facsimile to the address below:

### **United Nations Development Programme**

Marmorvej 51, 2100 Copenhagen Campus 1 *Cs.bidtender@undp.org* 

Quotations submitted by email must be limited to a maximum of 5MB, virus-free and no more than *[indicate number]*email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s: [check the condition that applies to this RFQ, delete the entire row if condition is not applicable to the goods being procured]

	□FCA		
Delivery Terms			
[INCOTERMS 2010]			
(Pls. link this to price	⊠DAP		
schedule)	□Other		
Customs clearance <sup>1</sup> , if			
needed, shall be done by:	⊠Supplier/Offeror		
	Freight Forwarder		
Exact Address/es of Delivery			
Location/s (identify all, if	UN City, Common Services		
multiple)	Marmorvej 51		
	2100 Copenhagen Campus 1		
	N/A		
UNDP Preferred Freight			
Forwarder, if any <sup>2</sup>			
	N/A		
Distribution of shipping			
documents (if using freight			
forwarder)			
	$\boxtimes$ 30 days from the issuance of the Purchase Order (PO)		
Latest Expected Delivery	As per Delivery Schedule attached		
Date and Time ( <i>if delivery</i>			
time exceeds this, quote may			
be rejected by UNDP)			
Delivery Schedule	□Not Required		
	N/A		
Packing Requirements			
	□ AIR □ LAND		
Mode of Transport			
	United States Dollars		
Preferred	□Euro		
Currency of Quotation <sup>3</sup>	□ Local Currency: DKK		
Value Added Tax on Price	☐ Must be inclusive of VAT and other applicable indirect taxes		
Quotation <sup>4</sup>	$\boxtimes$ Must be exclusive of VAT and other applicable indirect taxes		

<sup>&</sup>lt;sup>1</sup> Must be linked to INCO Terms chosen.

<sup>&</sup>lt;sup>2</sup>Depends on INCO Terms. The suggestion to use a UNDP preferred courier is only for purposes of familiarity with procedures and documentary requirements applicable to the UNDP when clearing with customs.

<sup>&</sup>lt;sup>3</sup> Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

<sup>&</sup>lt;sup>4</sup> This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

After-sales services required	⊠Warranty on Parts and Labor for minimum period of 12 month
	□ Technical Support
	Provision of Service Unit when pulled out for maintenance/ repair
	□ Others
Deadline for the Submission	COB, Wednesday, October 13, 2021, and 17:00
of Quotation	
All documentations, including	🖂 English
catalogs, instructions and	□ French
operating manuals, shall be	Spanish
in this language	⊠ Others Danish
	☑ Duly Accomplished Form as provided in Annex 2, and in
Documents to be submitted <sup>5</sup>	accordance with the list of requirements in Annex 1;
	□ A statement whether any import or export licenses are required
	in respect of the goods to be purchased including any restrictions on
	the country of origin, use/dual use nature of goods or services,
	including and disposition to end users;
	$\square$ Confirmation that licenses of this nature have been obtained in
	the past and an expectation of obtaining all the necessary licenses
	should the quotation be selected;
	Quality Certificates (ISO, etc.);
	$oxedsymbol{\boxtimes}$ Latest Business Registration Certificate ;
	Latest Internal Revenue Certificate / Tax Clearance;
	$oxedsymbol{\boxtimes}$ Manufacturer's Authorization of the Company as a Sales Agent (if
	Supplier is not the manufacturer);
	$\Box$ Certificate of Exclusive Distributorship in the country (if
	applicable, and if Supplier is not the manufacturer);
	$\Box$ Evidence/Certification of Environmental Sustainability ("Green"
	Standards) of the Company or the Product being supplied ;
	□ Complete documentation, information and declaration of any
	goods classified or may be classified as "Dangerous Goods".
	□ Patent Registration Certificates (if any of technologies submitted
	in the quotation is patented by the Supplier);
	□ Written Self-Declaration of not being included in the UN Security
	Council 1267/1989 list, UN Procurement Division List or other UN
	Ineligibility List;
	□ Others
Deried of Validity of Quater	□ 60 days
Period of Validity of Quotes	$\boxtimes$ 90 days
starting the Submission Date	□ 120 days
	In executional elegemetaneos, LINICO recurrences the Mandar to
	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.
	in whiting, without any mounication whatsoever on the Quolation.

<sup>&</sup>lt;sup>5</sup> First 2 items in this list are mandatory for the supply of imported goods

Partial Quotes	⊠ Not permitted		
	□ Permitted		
	☑ 100% upon complete delivery of goods		
Payment Terms <sup>6</sup>	□ Others		
Liquidated Damages	🛛 Will not be imposed		
	$\Box$ Will be imposed under the following conditions :		
	Percentage of contract price per day of delay :		
	Max. no. of days of delay :		
	After which UNDP may terminate the contract.		
Evaluation Criteria	<ul> <li>Technical responsiveness/Full compliance to requirements and lowest price<sup>7</sup></li> <li>Comprehensiveness of after-sales services</li> <li>Full acceptance of the PO/Contract General Terms and Conditions</li> <li>Earliest Delivery / Shortest Lead Time<sup>8</sup></li> </ul>		
	□ Others		
UNDP will award to:	One and only one supplier		
	One or more Supplier		
Type of Contract to be Signed	<ul> <li>Purchase Order</li> <li>Construct Second conduction (Construction)</li> </ul>		
	Contract Face Sheet (Goods and-or Services)		
Contract General Terms and	□ Other Type/s of Contract		
Conditions	General Terms and Conditions for contracts (goods and/or services)		
conditions	General Terms and Conditions for de minimi contracts		
	(services only, less than \$50,000)		
	Applicable Terms and Conditions are available at		
	http://www.undp.org/content/undp/en/home/procurement/b		
	<u>usiness/how-we-buy.html</u>		
Special conditions of Contract	<ul> <li>Cancellation of PO/Contract if the delivery/completion is delayed</li> <li>by 30</li> <li>Others</li> </ul>		

<sup>&</sup>lt;sup>6</sup> UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank checque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

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

<sup>&</sup>lt;sup>8</sup> This shall be used for time-critical and/or exigent requirements (e.g., post-crisis emergencies, elections, etc.).

Conditions for Release of Payment	<ul> <li>Passing Inspection</li> <li>Complete Installation</li> <li>Passing all Testing</li> <li>Completion of Training on Operation and Maintenance</li> <li>Written Acceptance of Goods based on full compliance with RFQ requirements</li> <li>Others</li> </ul>
Annexes to this RFQ <sup>9</sup>	<ul> <li>Specifications of the Goods Required (Annex 1)</li> <li>Form for Submission of Quotation (Annex 2)</li> <li>General Terms and Conditions / Special Conditions: http://www.undp.org/content/undp/en/home/procurement/b usiness/how-we-buy.html</li> <li>Others</li> <li>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</li> </ul>
Contact e-mail for Inquiries (Written inquiries only) <sup>10</sup>	<i>cs.bidtender@undp.org</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

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.

<sup>&</sup>lt;sup>9</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>&</sup>lt;sup>10</sup> 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.

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 indicated above - <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>.

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

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

**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 : <a href="http://www.un.org/depts/ptd/pdf/conduct\_english.pdf">http://www.un.org/depts/ptd/pdf/conduct\_english.pdf</a>

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Martin Christensson UN City Common Services Manager 28 September 2021

Martin Christensson

Annex 1

## **Technical Specifications**

UN City Denmark needs to renew and expand the VMware software subscription for the following:

1x VCS7-STD-P-SSS-C, 3year subscription renewal

12x VS7-EPL-P-SSS-C, 3year subscription renewal

Additional license:

4x VS7-EPL-C

4x VS7-EPL-3P-SSS-C, 3year subscription

Martin Christensson Common Services Manager September 28, 2021

Martin Christensson

Annex 2

### FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>11</sup>

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>12</sup>)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. \_\_\_\_\_:

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

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
	Total Final and All-Inclusive Price Quotation				

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

Other Information pertaining to our	Your Responses			
Quotation are as follows:	Yes, we will comply	No, we cannot comply	lf you cannot comply, pls. indicate counter proposal	
Delivery Lead Time				
Warranty and After-Sales Requirements				
a) Minimum one (1) year warranty on both parts and labor				
Validity of Quotation				
All Provisions of the UNDP General Terms and Conditions				

<sup>&</sup>lt;sup>11</sup> This serves as a guide to the Supplier in preparing the quotation and price schedule.

<sup>&</sup>lt;sup>12</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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]