REQUEST FOR QUOTATION (RFQ)

RFQ Reference: UNDP-RFQ-2021-408  Date: 22 November 2021

SECTION 1: REQUEST FOR QUOTATION (RFQ)

UNDP kindly requests your quotation for the provision of goods, works and/or services as detailed in the 2 Terms of Reference of this RFQ. The project will be composed of the Electric Vehicles (Lot 1) and the Charging Station (Lot 2). Bidders are required to provide quotation for at least 1 component, also having the possibility of providing quotation for both (Electric Vehicles and Charging Station).

Please take note of the following important deadlines

1. Request for Clarification: 02 December 2021
2. Offer Submission: 09 December 2021, 12:30 PST or 2:30 EST

This Request for Quotation comprises the following documents:

Section 1: This Request Letter
Section 2: RFQ Instructions and Data
Section 3: Terms of Reference Electric Vehicle – Lot 1
Section 4: Terms of Reference Charging Station – Lot 2

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted using Annex 1: Quotation submission form, Price and Delivery Schedule Forms and Technical and Financial Offer, by the method and by the date and time indicated in Section 2. It is your responsibility to ensure that your quotation is submitted on or before the deadline. Quotations received after the submission deadline, for whatever reason, will not be considered for evaluation.

Thank you and we look forward to receiving your quotations.

Issued by:

For

Signature: ____________________________
Name: Knut Ostby
Title: Resident Representative
Date: 22 November 2021
**SECTION 2: RFQ INSTRUCTIONS AND DATA**

<table>
<thead>
<tr>
<th>Bidders shall adhere to all the requirements of this RFQ, including any amendments made in writing by UNDP. This RFQ is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFQ.</td>
</tr>
<tr>
<td>UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.</td>
</tr>
<tr>
<td>09 December 2021, 12:30 PST or 2:30 EST</td>
</tr>
<tr>
<td>If any doubt exists as to the time zone in which the quotation should be submitted, refer to <a href="http://www.timeanddate.com/worldclock/">http://www.timeanddate.com/worldclock/</a>.</td>
</tr>
<tr>
<td>For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.</td>
</tr>
</tbody>
</table>

**Method of Submission**

- Quotations must be submitted as follows:
  - ☒ E-tendering
  - ☐ Dedicated Email Address
  - ☐ Courier / Hand delivery
  - ☐ Other Click or tap here to enter text.

  - File Format: Word, PDF and/or Excel
  - File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard
  - All files must be free of viruses and not damaged.
  - Max. File Size per transmission: NA
  - Mandatory subject of email: RFQ PAK-2021-EV or RFQ PAK-2021-Charger
  - Multiple emails must be clearly identified by indicating in the subject line “email no. X of Y”, and the final “email no. Y of Y.”
  - It is recommended that the entire Quotation be consolidated into as few attachments as possible.
  - The bidder should receive an email acknowledging email receipt.

[For eTendering method, click the link https://etendering.partneragencies.org and insert Event ID information]

- Insert BU Code and Event ID number

Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/

**Cost of preparation of quotation**

UNDP shall not 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.

**Supplier Code of Conduct, Fraud, Corruption,**

All prospective suppliers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected from suppliers, including principles on labor, human rights, environment and ethical conduct. The Code of Conduct may be found at: https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct

Moreover, UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors to observe the highest standard of ethics during the procurement process and contract implementation. UNDP’s Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_and_investigation.html/

**Gifts and Hospitality**

Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches, dinners or similar. In pursuance of this policy, UNDP: (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either
| Conflict of Interest | UNDP requires every prospective Supplier 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. Bidders shall strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Bidders must disclose in their Bid their knowledge of the following: a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this RFQ. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP’s further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFQ, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid. |
| General Conditions of Contract | Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the General Conditions of Contract Select the applicable GTC: ☐ General Terms and Conditions / Special Conditions for Contract ☐ General Terms and Conditions for de minimis contracts (services only, less than $50,000) ☒ General Terms and Conditions for Works Applicable Terms and Conditions and other provisions are available at UNDP/How-we-buy |
| Special Conditions of Contract | ☐ Cancellation of PO/Contract if the delivery/completion is delayed by 60 days ☒ Once the shipping documents are shared with the country office, the supplier must await the greenlight of the country office before shipping the items. If items are shipped before green light is given, and in case storage costs, or any additional costs, are charged by Customs Authorities, it will be the responsibility of the supplier to pay for these extra expenses. |
| Eligibility | A vendor who will be engaged by UNDP may not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations. Failure to do so may result in termination of any contract or PO subsequently issued to the vendor by UNDP. It is the Bidder’s responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP. Bidders must have the legal capacity to enter a binding contract with UNDP and to deliver in the country, or through an authorized representative. |
| Currency of Quotation | Quotations shall be quoted in USD or PKR |
| Joint Venture, Consortium or Association | If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that: (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture, Consortium or Association. Refer to Clauses 19 – 24 under Solicitation policy for details on the applicable provisions on Joint Ventures, Consortium or Association. |
| Only one Bid | The Bidder (including the Lead Entity on behalf of the individual members of any Joint Venture, Consortium or Association) shall submit only one Bid, either in its own name or, if a joint venture, Consortium or Association, as the lead entity of such Joint Venture, Consortium or Association. Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following: a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or b) they have the same legal representative for purposes of this RFQ; or |
c) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this RFQ process;

d) they are subcontractors to each other’s Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or

e) some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this RFQ process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.

| Duties and taxes | Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNDP as a subsidiary organ of the General Assembly of the United Nations, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below: All prices must: | ☐ be inclusive of VAT and other applicable indirect taxes | ☒ be exclusive of VAT and other applicable indirect taxes |

| Language of quotation | ☒ English and/or | ☐ Urdu |

| Documents to be submitted | Bidders shall include the following documents in their quotation (regardless of the Lot): | ☒ Annex 1: Quotation Submission Form duly completed and signed | ☒ Annex 2: Compliance Response Form duly completed and signed and in accordance with the terms of reference |
| | | ☒ Price and Delivery Schedule Forms | ☒ Warranty Arrangement documents |
| | | ☒ Company Profile | ☒ Registration certificate |
| | | ☒ List and value of projects performed for the last 5 years plus client's contact details who may be contacted for further information on those contracts | ☒ List and value of ongoing Projects with UNDP and other national/multi-national organization with contact details of clients and current completion ratio of each ongoing project |
| | | ☒ Statement of satisfactory Performance (Certificates) from the top 5 clients in terms of Contract value in similar field | ☒ Technical description of offer, including comprehensive description and diagrammatical representation of the technical solution offered |
| | | ☒ Datasheets and certificates of the required standards | ☒ Bill of Materials (BoM) |
| | | ☒ Topics and content to be covered during training | ☒ Details on freight and logistics plan in terms of timelines, delivery time and production time |
| | | ☒ Proposed work plan and approach criteria in relation to the requirements in the terms of reference (TORs) | ☒ Risk assessment and Mitigation plan |
| | | ☒ Plan for periodic maintenance, lasting for 3 years. Include the comprehensive details for procedures to be carried out and recommended number of inspections per year. | In case of agreement with a Local Partner: |
| | | | ☒ Letter signed by both parties confirming relationship between the supplier and local service provider |
| | | | ☒ Official documentation stating that the Local Partner is a registered business in the country |
| | | | ☒ A detailed profile of the local service provider including documentary evidence of similar services performed by the company |

| Quotation validity period | Quotations shall remain valid for 120 days from the deadline for the Submission of Quotation. |

| Price variation | No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received. |

| Partial Quotes | ☐ Not permitted | ☒ Permitted Partial quotations are allowed (by lots), contract will be awarded on Lot basis. |

| Alternative Quotes | ☐ Not permitted | ☒ Permitted |
If permitted, an alternative quote may be submitted only if a conforming quote to the RFQ requirements is submitted. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP Pakistan reserves the right to award a contract based on an alternative quote. If multiple/alternative quotes are being submitted, they must be clearly marked as “Main Quote” and “Alternative Quote”.

### Payment Terms

Performance-based payments are a type of agreement between UNDP and a responsible party to provide funding upon the verified achievement of an agreed measurable development result. No advances are provided, rather payments are made only upon the verified achievement of agreed results.

**Total Acquisition:** 100% within 30 days upon receipt of signed letter of completion of installation and training services based. The responsible party under this Agreement shall self-finance all activities until the Result(s) are achieved and validated by the Project board. Early termination of the agreement can be envisaged if certain milestones/timeframes/etc are not met. Early termination may also be triggered through lack of adherence to UNDP’s Social and Environmental Standards.

### Maintenance

- ½ at the end of the 1st year
- ½ at the end of the 2nd year
- ½ at the end of the 3rd year

### Conditions for Release of Payment - Acquisition

- a. 100% of total acquisition cost
- ✔️ Written Acceptance of Goods based on inspection and full compliance with RFQ requirements
- ✔️ Submission of Deliverables
- ✔️ Training - Mandatory on-site training at the End User Site in UNDP Pakistan country office is required. The training is for country office staff on equipment usage and operation
- ✔️ Passing all Testing (including UAT)

### Conditions for Release of Payment - Maintenance

- a. 1st installment: ⅓ of total maintenance
  - ✔️ Deliver of 1st year maintenance report
- b. 2nd installment: ⅓ of total maintenance
  - ✔️ Deliver of 2nd year maintenance report
- c. 3rd installment: ⅓ of total maintenance
  - ✔️ Deliver of 3rd year maintenance report

### Contact Person for correspondence, notifications, and clarifications

E-mail address [itm.green.energy@undp.org](mailto:itm.green.energy@undp.org) and [pramila.tripathi@undp.org](mailto:pramila.tripathi@undp.org)

Attention: Only E-Tendering Submission is permitted.

Any delay in UNDP’s response shall not be 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.

### Clarifications

Requests for clarification from bidders will not be accepted any later than 02 December 2021.

### Evaluation method

- ✔️ The Contract or Purchase Order will be awarded to the lowest price substantially compliant offer
- ☐ Other Click or tap here to enter text.

### Evaluation criteria

- ✔️ Full compliance with all requirements as specified in Annex 1
- ✔️ Full acceptance of the General Conditions of Contract
- ✔️ Comprehensiveness of after-sales services
- ✔️ Earliest Delivery /shortest lead time
- ☐ Others Click or tap here to enter text.

### Right not to accept any quotation

UNDP is not bound to accept any quotation, nor award a contract or Purchase Order

### Right to vary requirement at time of award

At the time of award of Contract or Purchase Order, UNDP/IMT 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.

### Type of Contract to be awarded

- ✔️ Purchase Order
- ☐ Contract Face Sheet (Goods and-or Services) (this template is also utilised for Long-Term Agreement) and if an LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)
- ☐ Contract for Works
- ☐ Other Type/s of Contract [pls. specify]

### Policies and procedures

This RFQ is conducted in accordance with [UNDP Programme and Operations Policies and Procedures](#)
Any Contract resulting from this RFQ exercise will be subject to the supplier being registered at the appropriate level on the United Nations Global Marketplace (UNGM) website at [www.ungm.org](http://www.ungm.org). The Bidder may still submit a quotation even if not registered with the UNGM, however, if the Bidder is selected for Contract award, the Bidder must register on the UNGM prior to contract signature.

Goods offered shall be reviewed based on completeness and compliance of the quotation/proposal with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation/proposal that complies with all 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.

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/](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: [http://www.un.org/depts/ptd/pdf/conduct_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your quotation.

Sincerely yours,

UNDP Pakistan