



**REQUEST FOR QUOTATION (RFQ)**  
**(from Vietnamese companies)**

<b>REFERENCE B-230301: 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)</b>	DATE: March 20, 2023
---	----------------------

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 26, 2023** and via email to the address below:

[quach.thuy.ha@undp.org](mailto:quach.thuy.ha@undp.org)

**With subject line:**

**B-230301 National firm for maintenance and emergency call services of BMS and ACS for GOUNH**

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] (Pls. link this to price schedule)	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input type="checkbox"/> DAP <input type="checkbox"/> Other [pls. specify]
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	COB, <b>Sunday, March 26, 2023 and Hanoi time</b>  - <i>After submission of your quotation, please send separate email (without attachment) to <a href="mailto:procurement.vn@undp.org">procurement.vn@undp.org</a> 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
<b>Documents to be submitted</b>	<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 <b>02</b> proposed technicians <b>trained by HONEYWELL in BMS</b> (for BMS maintenance service) with past experience in working on similar projects and assignments with copies of educational qualifications and <b>copy of HONEYWELL's BMS training certificates</b> ( <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 có bản sao bằng cấp và chứng chỉ đào tạo Honeywell BMS – đối với dịch vụ bảo dưỡng BMS</i> );  <input checked="" type="checkbox"/> Detailed CVs at least <b>02</b> proposed technicians <b>trained by HONEYWELL in ACS</b> (for ACS maintenance service) with past experience in working on similar projects and assignments with copies of educational qualifications and <b>copy of HONEYWELL's ACS training certificates</b> ( <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 có theo bản sao bằng cấp và chứng chỉ đào tạo Honeywell ACS – đối với dịch vụ bảo dưỡng 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 <b>4 hours</b> 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 <b>for one</b> system (BMS or ACS) <b>or for both</b> (BMS and ACS.)</i> ]
Payment Terms	<input checked="" type="checkbox"/> Payment will be made <b>every 3 months</b> based on: <ul style="list-style-type: none"> <li>- Formal Invoice</li> <li>- Report on provided satisfactory services with certification by authorized UN staff</li> </ul> <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 <b>Pass/Fail</b> basis ( <i>Hồ sơ dự thầu sẽ được đánh giá về mặt kỹ thuật theo tiêu chí Đạt/Không đạt</i> ): <ol style="list-style-type: none"> <li>1. Having business license to operate in Viet Nam (<i>Công ty có giấy phép đăng ký kinh doanh tại Việt Nam</i>)</li> <li>2. Having at least 02 technicians trained by HONEYWELL in BMS (for BMS maintenance service) (<i>Có ít nhất hai kỹ thuật viên có chứng chỉ đào tạo về Honeywell BMS – đối với dịch vụ bảo dưỡng BMS</i>)</li> <li>3. Having at least 02 technicians trained by HONEYWELL in ACS (for ACS maintenance service) (<i>Có ít nhất hai kỹ thuật viên có chứng chỉ đào tạo về Honeywell ACS – đối với dịch vụ bảo dưỡng ACS</i>)</li> <li>4. Minimum of 1 year’s experience in similar projects and assignment for the proposed technicians (<i>Các kỹ thuật viên có ít nhất một năm kinh nghiệm trong các dự án tương tự</i>)</li> <li>5. Having an appropriate work plan and overall approach (<i>Kế hoạch bảo dưỡng đề xuất được chấp nhận</i>)</li> <li>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>)</li> <li>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>)</li> <li>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>);</li> <li>9. <b>Full acceptance of the PO/Contract General Terms and Conditions</b> [<i>this is a mandatory criteria and cannot be deleted regardless of the nature of services required</i>]</li> </ol> <p><b>All bids <b>passing all above criteria</b> of the technical evaluation will be technically qualified for financial evaluation. <b>Lowest offer for each package will be selected.</b></b>  <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</i></p>

	<b><i>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></b>
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"/> <a href="#">General Terms and Conditions</a> / Special Conditions (Annex 3). <input type="checkbox"/> Others <i>[pls. specify, if any]</i>  <b>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</b>
Contact Person for Inquiries (Written inquiries only) <sup>1</sup>	Ms. Quach Thuy Ha Procurement Associate Tel: 38500143 Email: quach.thuy.ha@undp.org  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.

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.

<sup>1</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.

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](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  
March 20, 2023

## Annex 1

### **Terms of Reference (TOR) Maintenance and 24/24 Emergency Call Services of the Building Management System (BMS) and Access Control System (ACS) in 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. Show proof of past and/or present experience 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-2023**) 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 **3 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 <b>within 4 hours</b> for the 24h/24 emergency call services	Signed commitment on the responsible time <b>within 4 hours</b> for the 24/24h 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	
<b>Total</b>			<b>Pass/Fail</b>

**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-2: Evaluation Criteria (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 sử lý sự cố**

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

Hạng mục	Chu kì bảo dưỡng
<b>Phần mềm BMS:</b> 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
<b>Cấu hình và giao diện BMS</b>	
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
<b>Mạng truyền thông</b>	
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
<b>Chỉnh sửa cài đặt và cài đặt bổ xung (nhỏ) cho BMS</b>	khi có yêu cầu

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

Hạng mục	Tần xuất
<b>Về phần mềm:</b> 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
<b>Chỉnh sửa cài đặt và cài đặt bổ xung (nhỏ) cho ACS</b>	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.

## 2.5. 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.

## 2.6. Trách nhiệm cho việc cung cấp nhân lực và vật lực

- Cung cấp bởi GOUNH:
  - Phòng thay quần áo, nơi để thiết bị và vật tư cho việc thực hiện hợp đồng
- 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/Stationery<sup>2</sup>)

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. B-230301:

**TABLE 1: Offer to Provide Services Compliant with the TOR (BMS)**

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)				-
<b>Total Final and All-Inclusive Price Quotation for BMS</b>					-

**TABLE 2: Offer to Provide Services Compliant with the TOR (ACS)**

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)				
<b>Total Final and All-Inclusive Price Quotation for ACS</b>					

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

<sup>2</sup> 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]*

## Annex 3

### GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL (DE MINIMIS) CONTRACTS (FOR CONTRACTS LESS THAN US\$ 50,000)

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

**1. LEGAL STATUS OF THE PARTIES:** UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

**1.1** Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

**1.2** The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

#### **2. OBLIGATIONS OF THE CONTRACTOR:**

**2.1** The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

**2.2** The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

**2.3** All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the provision of the Services.

**3. LONG TERM AGREEMENT:** If the Contractor is engaged by UNDP on the basis of a long-term agreement (“LTA”) as indicated in the Face Sheet of this Contract, the following conditions shall apply:

**3.1** UNDP does not warrant that any quantity of Services shall be ordered during the term of the LTA.

**3.2** Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Services from the Contractor hereunder.

**3.3** The Contractor shall provide the Services, as and when requested by UNDP and reflected in a purchase order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a purchase order is issued.

**3.4** The Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

**3.5** In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

**3.6** The Contractor shall report semi-annually to UNDP on the Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a purchase order for the Services during the reporting period.

**3.7** The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

#### **4. PRICE AND PAYMENT:**

**4.1 FIXED PRICE:** If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's provision of the Services.

**4.2 COST REIMBURSEMENT:** If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.

4.2.2 The Contractor shall not provide the Services or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the

Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

## **5. ADVANCE PAYMENT:**

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

## **6. SUBMISSION OF INVOICES AND REPORTS:**

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

## **7. TIME AND MANNER OF PAYMENT:**

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report. All reports shall be written in the English language.

## **8. RESPONSIBILITY FOR EMPLOYEES:**

8.1 The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

8.2 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. The Contractor shall (i) put in place an appropriate security plan and maintain the security plan,

taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth above.

**9. ASSIGNMENT:** The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

**10. SUBCONTRACTING:** In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

**11. INDEMNIFICATION:** The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

**12. INSURANCE AND LIABILITY:**

**12.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

**12.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury, disability or death in connection with this Contract.

**12.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of Services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract. REV.: SEPTEMBER 2017 UNDP GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL (DE MINIMIS) CONTRACTS PAGE 5

**12.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:

12.4.1 Name UNDP as additional insured;

12.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;

12.4.3 Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**12.5** The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 12.

**13. ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with



UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

**14. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

**15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**15.1** Except as is otherwise expressly provided in writing in the Contract, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

**15.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**15.3** At the request of UNDP, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract.

**15.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

**16. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP.

**17. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

**17.1** The Recipient shall:

17.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,

17.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

**17.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 17, the Recipient may disclose Information to:

17.2.1 any other party with the Discloser's prior written consent; *and*,

17.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:

17.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,

17.2.2.2 any entity over which the Party exercises effective managerial control; *or*,

17.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

**17.3** The Contractor may disclose Information *to the extent* required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**17.4** UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

**17.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**17.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

## **18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

**18.1** In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event

of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

**18.2** If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

**18.3** *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

## **19. TERMINATION:**

**19.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 22.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

**19.2** UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

**19.3** In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.

REV.: SEPTEMBER 2017 UNDP GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL (*DE MINIMIS*) CONTRACTS PAGE 8

**19.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

**19.5** The provisions of this Article 19 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

**20. NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

**21. NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the

Contract, from any other source at any time.

## **22. SETTLEMENT OF DISPUTES:**

**22.1 AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.

**22.2 ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 22.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

**23. PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## **24. TAX EXEMPTION:**

**24.1** Article II, 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 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. In the event any governmental authority refuses to recognize the exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

**24.2** The Contractor authorizes UNDP to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

**25. MODIFICATIONS:** No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

## **26. AUDITS AND INVESTIGATIONS:**

**26.1** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

**26.2** UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

**26.3** The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

**26.4** UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

## **27. LIMITATION ON ACTIONS:**

**27.1** Except with respect to any indemnification obligations in Article 11, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 22.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

**27.2** The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

**28. ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 29 to 35 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

**29. SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the

United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

**30. STANDARDS OF CONDUCT:** The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following:

**30.1** The UN Supplier Code of Conduct;

**30.2** UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

**30.3** UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

**30.4** UNDP Vendor Sanctions Policy; and

**30.5** All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at [www.undp.org](http://www.undp.org) or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

**31. OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

**32. CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

**33. MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

**34. SEXUAL EXPLOITATION:**

**34.1** In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

**34.2** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

**34.3** 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.

**35. ANTI-TERRORISM:** The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via [https://www.un.org/sc/suborg/en/sanctions/1267/aq\\_sanctions\\_list](https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list). This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

