



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

**REFERENCE: Hosting services for registration and information Management of People with Disabilities (PWDs) and landmine/ unexploded ordnance of wars (UXO) Victims in Quang Binh and Binh Dinh provinces (Ref. RFQ K-190906)**

DATE: September 6, 2019

Dear Sir / Madam:

We kindly request you to submit your quotation for **Hosting services for registration and information Management of People with Disabilities (PWDs) and landmine/ unexploded ordnance of wars (UXO) Victims in Quang Binh and Binh Dinh provinces (Ref. RFQ K-190906)** 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 **September 19, 2019** to the address below:

**Korea-Vietnam Mine Action Project (KVMAP)**  
**Vietnam Mine Action Center**  
**Hamlet 6, Thach Hoa Commune, Thach That District, Hanoi**  
***Ms. Le Thi Kim Dung, Project Procurement Officer***  
***Tel: 0243.267.3130; Email: le.kim.dung@undp.org***

Quotations submitted by email must be limited to a **maximum of 07 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 checked="" type="checkbox"/> DAP <input checked="" type="checkbox"/> Other : installation
Exact Address/es of Delivery Location/s	Contractor's office

(identify all, if multiple)	
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
Deadline for the Submission of Quotation	<p><i>On or before <b>Thursday, September 19, 2019</b> and Hanoi time</i></p> <p><b>Note: For better preparation of bidding documents, UNDP will hold a clarification meeting at 09:00 AM 12 September 2019 at 304 Kim Ma, Hanoi. Interested bidder will need to confirm their attendance to email <a href="mailto:nguyen.minh.chau@undp.org">nguyen.minh.chau@undp.org</a> with Cc to <a href="mailto:le.kim.dung@undp.org">le.kim.dung@undp.org</a> by 10 September 2019.</b></p>
All documents, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	<input checked="" type="checkbox"/> Company profile <input checked="" type="checkbox"/> Latest Business Registration Certificate ; <input checked="" type="checkbox"/> Duly Accomplished Form for as provided in Annex 2 and in accordance with the technical requirements in Annex 1; <input checked="" type="checkbox"/> List of clients of similar sized projects <input checked="" type="checkbox"/> Certificate of information systems security and confidential information <input checked="" type="checkbox"/> Certificate of quality management <input checked="" type="checkbox"/> List of key personnel with qualified competency to carry out the work
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 checked="" type="checkbox"/> Not permitted
Payment Terms	1. First payment: 20% of the total value of the contract, after signing the service contract. 2. Second payment: 40% after 6 months upon submitting documents showing satisfactory completion of technical requirement (Article 1, 2&3 – Technical requirement of TOR) and monthly reports approved by KV-MAP CTA, Component Manager on Victim Assistance and Head of Social Work Division/DSA.

	3. Final payment: 40% of the total value of the contract, after completion of all the services by the end of September 2020 and approved by KV-MAP CTA, Component Manager on Victim Assistance and Head of Social Work Division/DSA.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements <ul style="list-style-type: none"> <li>- Obtaining from 70% of total technical scores upwards</li> <li>- Offering lowest price</li> </ul> <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criteria and cannot be deleted regardless of the nature of services required]</i>
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Long-Term Agreement <sup>1</sup> (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) <input checked="" type="checkbox"/> Other Type/s of Contract: Contract for Goods and/or Services <a href="http://www.vn.undp.org/content/dam/vietnam/docs/Legalframework/Contract%20Face%20Sheet%20(Goods%20and-or%20Services)%20UNDP%20-%20Sept%202017.pdf">http://www.vn.undp.org/content/dam/vietnam/docs/Legalframework/Contract%20Face%20Sheet%20(Goods%20and-or%20Services)%20UNDP%20-%20Sept%202017.pdf</a>
Annexes to this RFQ	<input checked="" type="checkbox"/> Terms of Reference (Annex 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>  Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) <sup>2</sup>	Ms. Le Thi Kim Dung Project Procurement Officer Tel: 0243.267.3130; Email: le.kim.dung@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

<sup>1</sup> Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation

<sup>2</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.

corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

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

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

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

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

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

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](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

## **Annex 1**

### **TERMS OF REFERENCE (TOR)**

#### **Hosting services for registration and information Management of People with Disabilities (PWDs) and landmine/ unexploded ordnance of wars (UXO) Victims in Quang Binh and Binh Dinh provinces**

PROJECT ID AND TITLE: 00098770 / Korea-Vietnam Mine Action Project (KV-MAP)

IMPLEMENTING PARTNER: UNDP

RESPONSIBLE PARTNER: Department of Social Assistance (DSA)/MOLISA

### **1. CONTEXT**

Vietnam is one of the largest and most severely countries affected by unexploded ordnance of wars (UXO) in the world. It is estimated that UXO left over was about 800,000 tons, contaminated more than 20% of the country's area. Since 1975, UXO caused more than 40,000 people died, 60,000 injured, and most of them were main workers in families and children. In only some central provinces of Vietnam including Quang Binh, Binh Dinh, Nghe An, Ha Tinh, Quang Tri, Thua Thien Hue and Quang Ngai, there were 22,800 UXO victims, of which 10,540 died and 12,260 injured.

UXO contamination in Vietnam is still very serious, and UXO accidents continue to happen. Vietnamese Government is very concerned about mine action including mine clearance, social assistance for UXO victims, and mine risk education. These tasks have been actively implemented by different Ministries, Sectors and Provinces. Particularly, the work of supporting UXO victims implemented by Ministry of Labor, Invalids and Social Affairs (MOLISA) has had important achievements, partly meet the needs of target groups, created conditions for UXO victims to integrate into community.

UXO victims have demands to receive rehabilitation services and social assistance from Government and Community to participate in learning, working and social activities. Essential services for UXO victims include orthopedics, rehabilitation, counseling, psychotherapy, physiotherapy, labor therapy, social work, language therapy, vocational training, employment services, welfare benefits society, etc.

Vietnamese Government has paid much attention to help UXO victims via developing numerous legal documents to assist UXO victims including Labor Codes, Disability Laws, Decision No. 1019/ QD-TTg of the Prime Minister approving the scheme for supporting people with disabilities in the period 2012-2020, Decree No. 136/2013/ND-CP dated 21/10/2013 of the Government providing social assistance policies for social protection beneficiaries, Decree No. 103/2017/ ND-CP of the Government stipulates conditions and procedures for establishment, operation and dissolution of social protection organizations; Decision No. 32/2010/QD-TTg dated 25/03/2010 of the Prime Minister approving the Scheme on development of social works in the period 2010-2020.

These legal documents ensure that UXO victims have the right to equal participate in social activities and services including health care, rehabilitation, school education, vocational training, employment, cultural services, sports and tourism, as well as public works, transport, information technology which are suitable with their disability level.

A software "Registration and Information Management of PWDs and UXO Victims" was developed in 2016-2017 by DSA and piloted in 2018 in selected communes of 8 districts of 4 provinces of Thanh Hoa, Khanh Hoa, Da Nang and Quang Ninh. It is a tool to help managing disability information at all levels in accordance with regulations and responsibilities of each parties in the system. More specifically, in the pilot period, the software has supported managing information of over 3,400 disabled people in 08 districts of Thanh Hoa and Khanh Hoa provinces. Of which more than 600 people with disabilities or UXO victims registered information themselves under guidance of commune officers and collaborators. A server was lent by the software development company at the beginning of pilot phase, but it was shared for multi-functions, and could afford only 50-70 concurrent users at maximum.

In 2019, based on the success of the pilot phase, KV-MAP supported management of information off PWDs and landmine/UXO survivors in all communes of Quang Binh and Binh Dinh. At the request by DSA, a temporarily lent server could afford concurrent users of 150 at maximum. Meanwhile, data collection in Quang Binh and Binh Dinh is being conducted in a massive way under the time constraints in two months. It is estimated that the concurrent users would be peaked up to 350. It causes lagging and slow speed in uploading information into the system. When the system expands further in the coming time with additional technology application, it is estimated that concurrent users would be peaked up to 1,500 at maximum. Given this situation and to ensure the data collection of PWDs and landmine survivors is smoothly being undertaken, and on behalf of DSA, UNDP would like to hire a firm/company to provide hosting services for information management of the PWDs and landmine/UXO survivors.

## 2. OBJECTIVES

Provide hosting services for information management of the PWDs and landmine/UXO survivors in Quang Binh and Binh Dinh via the software for registry and certificate of PWDs and landmine/UXO survivors for a duration of 12 months (from end of September 2019 to September 2020).

In-kind contribution of technical staff supports for information management of PWDs and landmine/UXO survivors will be provided by the DSA.

After this rental period supported by KV-MAP, DSA will take over, mobilizing different sources to maintain the system from September 2020, including national budget by 2021.

## 3. DELIVERABLES

- Providing hosting services with internet bandwidth good enough for 1,500 concurrent users

## 4. SCOPE AND TIMELINE

Renting hosting servers and other associated equipment, which meet the requirements as below:

Provide internet bandwidth at 200Mb for the hosting service system.

Please required high level design for details.

<b>Renting servers and other equipment</b>	
01. web server with pre-installed licensed windows	
CPU	8 core, 2.4GHz
RAM	16 GB RAM
HDD	100GB
Network	0 x 1 Gbps RJ-45
02. server for database with pre-installed licensed windows and licensed SQL server	
CPU	22 core, 2.5 GHz
RAM	36 GB RAM
HDD	200GB
Network	0 x 1 Gbps RJ-45
Management and administration, database backup and restore	
Backup for web and database servers	Weekly backup with fully backup and Daily backup with incremental backup

Security	Provide firewall and antivirus services for all servers  Ports to open on firewall for servers: 80 / tcp;  443 / tcp;  3389 / tcp

Duration of the required services 12 months (from end of September 2019 till end of September 2020)

**Technical requirement:**

**1. Scope of work:**

- Providing information technology infrastructure to ensure continuous operation of the system. During the lease process, the contractor shall ensure that the provided equipment is not subject to conflict of interest, ownership and without any dispute. This is to avoid the contractor's use of the housing servers and equipment for duplicate renting, deploying and operating other systems, causing an impact on the process of operating the information management system of PWD leading to conflicts of interest and ownership.

-Coordinating with the software developer to install and manage the system. At the same time, providing the software developer conditions to be able to perform technical support for the users.

-The contractor needs pre-installed environments including Windows server, IIS, .NET Framework 4, SQL server, SQL Server Management Studio, Remote Desktop Connection and Remote access account, FTP to the software developer to be accessible in operating the system

**2. Requirements on operation system version and copyright for the software:**

- Windows Server Standard 2016 or higher version with license and SQL Server Standard 2017 with license to ensure to receive supports on the updates of patches, updates of software, and guaranteed benefits if any the problems of the operating system. License may be with device or renting time to minimize additional cost arises. If DSA has the copyrights, it is possible to use that copyright instead.

- Requires the website administrator system IIS 6.0 or higher

- Microsoft .NET Framework version 4 or higher

- Requires at least 01 administrative and monitor tool, such as PRTG Network Monitor

**3. Requirements on security and information security services**

- Review periodic security holes for server systems, storage devices, websites, application software of the system

- The server system needs to be installed with anti-virus software, Microsoft firewall to prevent DDOS attacks and monitoring system.

- Provide firewall services to prevent DDOS attacks.

- Data must be backed up daily.

- Installing service packs, patches and major updates for operating systems, database management systems and devices

- Control of information on the system, prevent, counter attack / tamper, anti-unauthorized access, spyware, vandalism.

- Have intrusion detection (hard or soft) devices (IDS) to prevent and detect attacks on the system.

- Have a monthly report of inspection, evaluation, operation situation, installation of service, patches and major updates of operating systems, database management systems and devices in the system

- All data, software installed on the system is the property of the DSA. The Contractors need to commit to security, not to provide any data or source of software to any other person or organization without the approval of the DSA

#### 4. System administration, operation and support requirements

##### About administration and operation services

- Cooperate with the software developer in installing, upgrading, updating software with updated versions and monitoring and back up the system
- Install, upgrade, update the patch versions of the operating system, database management system, website management system as well as other software in the system
- Check and customize the configuration of webmasters and database administrators, as well as antivirus programs, firewall entry and exit ports, load balancing ... to be compatible with changes in the software system at least once every 3 months.

##### About system support services

- When an incident occurs during service provision, the contractor must be present at the site within 02 hours to assess the severity of the incident. After assessing the level, the contractor must take action as follows:
  - o Emergency incident: For a service failure, the contractor must fix the problem within 04 hours
  - o Other incidents: For other incidents (the service does not stop), the contractor must fix the problem within 24 hours.
- Forms of support:
  - o Onsite support
  - o Support via email, telephone/ fax, remote control.

##### Required high level design for the system

System using 02 VLANs:

- VLAN APP SERVERS: Set application servers
  - VLAN DB SERVERS: Set database servers
- FIREWALL: System security, access control between network areas
- The system uses 01 static IP. Please see below for details of sever system



#### 6. MONITORING

The selected contractor is responsible for accomplishing all the requirements in close consultation with UNDP and Social Work Division/DSA. UNDP's IT Support Officer, VA Component Manager and Head of Social Work Division/DSA are the focal contacts.



## **7. QUALIFICATION AND EXPERIENCES**

- Have at least 5 years working in deploying and operating the Information Technology system, providing hosting services for data entry using the developed software. If the contractor is a consortium, at least one member must meet this requirement. Relevant supporting documents such as company registrations, company profiles should be provided.
- During the last 5 years, contractor should have had at least 3 contracts on hosting service provision. Supporting materials such as contracts, customer references, project descriptions and hand-over minutes should be provided with the bid. These contracts must include:
  - At least one (01) contract on data center with administrative levels from local to central;
  - Having enough key personnel with qualified competency to carry out the work according to the required timeline and quality.
  - The contractor must have at least (01) certificate of information systems security and confidential information.
  - The contractor must have at least (01) certificate of quality management.

## **8. ADMINISTRATIVE SUPPORT AND REFERENCE DOCUMENT**

Administrative support: DSA will support to connect the service providers with the software developers for any guidance or instruction of the software.

List of reference document: The manual of the use of the software

## **9. DUTY STATION**

Contractor's office

## **8. PAYMENT TERMS**

The selected contractor will be paid after completion of the work, and their services must meet UNDP's requirements and accepted by Chief Technical Advisor (CTA), Component Manager on Victim Assistance, UNDP's IT Support Officer and Head of Social Work Division/DSA with guidance from UNDP Program Officer and Head of GPT.

1. First payment: 20% of the total value of the contract, after signing the service contract.
2. Second payment: 40% after 6 months upon submitting documents showing satisfactory completion of technical requirement (Article 1, 2&3 – Technical requirement of TOR) and monthly reports approved by KV-MAP CTA, Component Manager on Victim Assistance and Head of Social Work Division/DSA.
3. Final payment: 40% of the total value of the contract, after completion of all the services by the end of September 2020 and approved by KV-MAP CTA, Component Manager on Victim Assistance and Head of Social Work Division/DSA.

## EVALUATION CRITERIA

No	Criteria	Maximum point
<b>1</b>	<b>Qualification of firm</b> <ul style="list-style-type: none"> <li>- Years of similar service (at least 5 years) <span style="float: right;">100</span></li> <li>- Having key personnel with qualified competency to carry out the work according to the required timeline and quality. <span style="float: right;">100</span></li> <li>- Have certificate of information systems security and confidential information. <span style="float: right;">50</span></li> <li>- Have certificate of quality management <span style="float: right;">50</span></li> </ul>	300
<b>2</b>	<b>Relevant Experience of firm</b> <ul style="list-style-type: none"> <li>- Number of similar projects (at least 3 contracts in recent 5 years) <span style="float: right;">100</span></li> <li>- Size of similar contracts in recent 5 years <span style="float: right;">100</span></li> <li>- Has licenses for windows and SQL, NET. And IIS6. <span style="float: right;">40</span></li> <li>- Has at least 01 administrative and monitor tool, such as PRTG Network Monitor <span style="float: right;">50</span></li> <li>- Provide firewall services to prevent DDOS attacks. <span style="float: right;">80</span></li> <li>- Have intrusion detection (hard or soft) devices (IDS) to prevent and detect attacks on the system. <span style="float: right;">80</span></li> <li>- Provide detailed design of the system <span style="float: right;">150</span></li> <li>- Provide solutions for fixing system in case of Emergency incident and other incidents <span style="float: right;">50</span></li> <li>- Provide the solution to backup the system <span style="float: right;">50</span></li> </ul>	700
<b>Total</b>		<b>1000</b>

## Annex 2

### FORM FOR SUBMITTING SUPPLIER'S QUOTATION

*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>3</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 for "Hosting services for registration and information Management of People with Disabilities (PWDs) and landmine/ unexploded ordnance of wars (UXO) Victims in Quang Binh and Binh Dinh provinces (Ref. RFQ K-190906)":

**Duration:** 12 months (from end of September 2019 till end of September 2020)

#### 1. SPECIFICATIONS BY OUR COMPANY FOR THIS SERVICE

Renting servers and other equipment as required by UNDP		Renting servers and other equipment as proposed by our company
01. web server with pre-installed licensed windows		
CPU	8 core, 2.4GHz	
RAM	16 GB RAM	
HDD	100GB	
Network	0 x 1 Gbps RJ-45	
02. server for database with pre-installed licensed windows and licensed SQL server		
CPU	22 core, 2.5 GHz	
RAM	36 GB RAM	
HDD	200GB	
Network	0 x 1 Gbps RJ-45	
Management and administration, database backup and restore		
Backup for web and database servers	Weekly backup with fully backup and Daily backup with incremental backup	
Security	Provide firewall and antivirus services for all servers  Ports to open on firewall for servers: 80 / tcp;  443 / tcp;  3389 / tcp	

<sup>3</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

**2. SUPPLIER RESPONSIBILITY:**

We agree to fulfil the below responsibility specified in technical requirement of TOR:

Supplier Responsibility	Comply (Yes/No)	Required attachments/information proven meeting the requirements
1. Scope of work as specified in technical requirement of TOR		
2. Requirements on operation system version and copyright for the software as specified in technical requirement of TOR		
3. Requirements on security and information security services as specified in technical requirement of TOR		
4. System administration, operation and support requirements as specified in technical requirement of TOR		
- About administration and operation services		
- About system support services		
- Required high level design for the system		

**3. SERVICE SUPPLIER QUALIFICATION:**

The service supplier should possess:	Comply (Yes/No)	Required attachments
Have at least 5 years working in deploying and operating the Information Technology system, providing hosting services for data entry using the developed software. If the contractor is a consortium, at least one member must meet this requirement.		Relevant supporting documents such as company registrations, company profiles should be provided.
During the last 5 years, contractor should have had at least 3 contracts on hosting service provision.		Contracts, customer references, project descriptions and hand-over minutes should be provided with the bid. These contracts must include: <ul style="list-style-type: none"> <li>- At least one (01) contract on data centre with administrative levels from local to central;</li> <li>- Having enough key personnel with qualified competency to carry out the work according to the required timeline and quality.</li> <li>- The contractor must have at least (01) certificate of information systems security and confidential information.</li> <li>- The contractor must have at least (01) certificate of quality management.</li> </ul>

The service supplier should possess:	Comply (Yes/No)	Required attachments
Has licenses for windows and SQL, NET. And IIS6		

**4. DURATION OF SERVICE:**

We agree to provide this renting machine for duration of the required services 12 months (from end of September 2019 till end of September 2020);

Service location: Contractor's office

**5. REVIEW TIME REQUIRED AND PAYMENT TERM**

We accept full payment of the renting service value as specified in the Article 10 of TOR.

**6. FEE FOR THIS RENTING SERVICE**

**The total fee for renting equipment and for fulfilment of all the requirements in the TOR is VND.....(taxes included). Below is the cost breakdown of this lumpsum offer**

**Cost break down**

	<u>Descriptions of all cost components</u>	<u>Unit price (VND)</u>	<u>Total (VND)</u>
<u>1</u>	<u>Pls list all cost components</u>		
<u>2</u>			
<u>3</u>			
<u>4</u>	<u>VAT</u>		
<u>5</u>	<u>Total</u>		

*[Name and Signature of the Supplier's Authorized Person]  
[Designation]  
[Date]*

## **General Terms and Conditions**

### **1. ACCEPTANCE OF THE PURCHASE ORDER**

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

### **2. PAYMENT**

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

### **3. TAX EXEMPTION**

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

### **4. RISK OF LOSS**

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

### **5. EXPORT LICENCES**

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

### **6. FITNESS OF GOODS/PACKAGING**

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

### **7. INSPECTION**

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

## **8. INTELLECTUAL PROPERTY INFRINGEMENT**

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

## **9. RIGHTS OF UNDP**

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

## **10. LATE DELIVERY**

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

## **11. ASSIGNMENT AND INSOLVENCY**

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

## **12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM**

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

## **13. PROHIBITION ON ADVERTISING**

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

## **14. CHILD LABOUR**

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

## **15. MINES**

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

## **16. SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement.** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

**16.2 Arbitration.** Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **17. PRIVILEGES AND IMMUNITIES**

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## **18. SEXUAL EXPLOITATION:**

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

## **19.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

## **20. AUTHORITY TO MODIFY:**



Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.