



REQUEST FOR PROPOSAL (RFP)

From Vietnam-based firms/institutes/organizations

Dear Sir / Madam:

We kindly request you to submit your Proposal for a **Long-term Agreement for CISCO system maintenance and troubleshooting service (Ref. 2-200101)**.

Please be guided by the forms attached hereto as Annex 2 (a-b-c), in preparing your Proposal.

Proposals may be submitted on or before **Thursday, January 16, 2020** (Hanoi time) by the following methods:

By email:

E-mail address for proposal submission: luu.ngoc.diep@undp.org

Separate emails for technical and financial proposals.

With subject: (Ref. 2-200101) RFP for **CISCO system maintenance and troubleshooting service** (*Email ... of ... emails*)

Maximum size per email: **30 MB**. Bidders can split proposal into several emails if the file size is large)

Note:

- *After submission, please send separate email (without attachment) to procurement.vn@undp.org notifying that you already submitted proposal and the number of email submitted (in case submitted by email). Notification emails should be sent to above address by submission deadline or right after you submit proposals).*
- *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.*

Your Proposal must be expressed in the English language, and valid for a minimum period of 120 days from the date of bid submission.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

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 Proposal. 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 Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

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 Service Provider to prevent and avoid 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, cost estimates, and other information used in this RFP.

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,
Tran Thi Hong
Head, Procurement Unit
1/2/2020

DESCRIPTION OF REQUIREMENTS

Context of the Requirement	Please see information in the TOR (Annex 1)
Implementing Partner of UNDP	Please see information in the TOR (Annex 1)
Brief Description of the Required Services	Long-term Agreement for CISCO system maintenance and troubleshooting service
List and Description of Expected Outputs to be Delivered	Please see information in the TOR
Person to Supervise the Work/Performance of the Service Provider	Please refer to the TOR
Frequency of Reporting	Please refer to the TOR
Progress Reporting Requirements	Please refer to the TOR
Location of work	<input checked="" type="checkbox"/> Green One UN House, 304 Kim Ma street, Ha Noi
Expected duration of work	February 2020 to February 2023
Target start date	15 February 2020
Latest completion date	14 February 2023
Travels Expected	As per TOR
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others <i>[pls. specify]</i>
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> VND 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 Proposal	<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
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP.

	The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted
Payment Terms	As indicated in the TOR. Condition for Payment Release: Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment	Please refer to the TOR
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input type="checkbox"/> Contract for Professional Services <input checked="" type="checkbox"/> Long-Term Agreement ¹ <input type="checkbox"/> Other Type of Contract <i>[pls. specify]</i>
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	Proposal shall be considered technically qualified if it meets specification requirements for equipment and achieves minimum 70% of total obtainable technical points. Weight of technical and financial point: Technical Proposal (70%) Financial Proposal (30%) Financial score will be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP. See detailed evaluation criteria in the below table.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors:
Annexes to this RFP	<input checked="" type="checkbox"/> Detailed TOR (Annex 1) <input checked="" type="checkbox"/> Forms for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ² <input checked="" type="checkbox"/> General Terms and Conditions de minimis (for contract below US\$ 50k) or General Terms and Conditions (for contract above US\$ 50k) (Annex 4)

¹ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

² Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

Contact Person for Inquiries (Written inquiries only) ³	<p>Ms. Luu Ngoc Diep Procurement Associate, UNDP Vietnam Email: luu.ngoc.diep@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other information	<p>Bidders are responsible for checking the UNDP website: http://www.vn.undp.org/content/vietnam/en/home/operations/procurement/procurement_notices.html for any addenda and updated deadline to this Request for Proposals. UNDP reserves the right to post addenda up to the closing date for submissions. Hence bidders are advised to check the UNDP website frequently prior to submitting their proposal</p>

³ 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.

EVALUATION CRITERIA

Mandatory Requirements		Yes/No
1.	Firm / Organization has at least 5-year experience in providing IT and CISCO services	Yes/No
2.	The proposed team must consist of at least two persons	Yes/No
3.	The proposed team must have all required Certified Cisco Certificates: <ul style="list-style-type: none"> - Certified Cisco Certificate of Expert technician in router and switching - Certified Cisco Certificate of Expert technician or CCNP in security - Certified Cisco Certificate of Expert technician or CCNP in collaboration 	Yes/No
4	Firm / Organization must provide track records and copy of similar contracts in deployment and maintenance services of UC and ISE systems	Yes/No
Total		Yes/No

Bidder(s) passing all mandatory requirements will be qualified for technical evaluation.

Technical Proposal Evaluation		Maximum Points Obtainable
1.	Qualification of the Firm / Organization submitting Proposal	200
	- Number of years in similar service	80
	- Gold partner	120
	- Silver partner	100
2.	Relevant experience of the Firm / Organization submitting Proposal	300
	- Number of similar projects (at least 1 contract)	150
	- Size of similar projects	150
3.	Qualification of the proposed personnel of the Firm / Organization (at least 02 persons with 03 mandatory certified certificates):	300
	- Certified Cisco Certificate of Expert technician in router and switching	100
	- Certified Cisco Certificate of Expert technician (100 points) or CCNP in security (60 points)	100
	- Certified Cisco Certificate of Expert technician (100 points) or CCNP in collaboration (60 points)	100
4.	Experience in similar projects of the proposed key personnel	200
Total		1000

Note: Evaluation will be done separately for each of the proposed key personnel and the total personnel score will be the average.

TERMS OF REFERENCE

FOR CISCO SOFTWARE MAINTENANCE SERVICE

1) GENERAL BACKGROUND

Green One UN House (GOUNH) IT network and telephony system are based on CISCO hardware and software as below:

- CISCO Catalyst 6500
- CISCO NEXUS 5548
- CISCO 3750x
- CISCO 3850x
- CISCO Wireless controller 2504
- CISCO UCS C260 M2
- Cisco ASR1001
- CISCO Access point
- CISCO 2911
- CISCO ISE 2.4.0.357
- CISCO Unified 10.5.5

IT team is looking for a CISCO service provider to provide on-site service for maintenance and troubleshooting the CISCO system.

2) OBJECTIVE OF THE ASSIGNMENT

The CISCO software maintenance service company will provide on-site service for maintenance and trouble shouting the CISCO system.

3) SCOPE OF WORK

The service company will provide maintenance service that meets below requirements:

- Commit the SLA at 24x7x2
- Provide on-site maintenance and trouble shouting service
- Receiving client request on telephone, email, web interface or direct contact
- Logging all relevant incident/service request details, allocating categorization and prioritization
- Providing first line investigation and diagnose
- Resolving incident/service
- Escalating incident/service requests that they cannot resolve within required timescales
- Keeping client informed of progress
- Closing all resolved incident, requests and other calls by informing IT team
- Replace spare parts for equipment and components.
- One day quarterly training on site for IT team in using feature/function of system
- Provide trouble shooting on phone to resolve the simple issue
- Update the latest but stable software version for each device
- Updating latest patch for each device
- Quarterly preventive maintenance.

4) DURATION OF ASSIGNMENT, DUTY STATION AND EXPECTED PLACES OF TRAVEL

The initial period for providing service is 1 year with possible extension of additional 02 years subject to requirements of UN Viet Nam and the contractor's satisfactory performance

The location for service will be UN Viet Nam, 304 Kim Ma Street, Ba Dinh District, Ha Noi, Viet Nam.

5) FINAL PRODUCTS

CISCO maintenance service on site at UN Viet Nam, 304 Kim Ma, Ba Dinh, Ha Noi, Viet Nam with SLA at 24x7x2.

6) PROVISION OF MONITORING AND PROGRESS CONTROLS

Reporting and monitoring:

- Each month the service company will send a monthly report to ONE UN IT team regarding the number of incident/request that company has received.
- The report for the last month service must be received before the 10th day of following month
- The monthly service report must be certified by ONE UN IT team.
- The certified monthly service report must be enclosed as supporting document to the payment request
- Quarterly management meeting with ONE UN IT team

7) DEGREE OF EXPERTISE AND QUALIFICATIONS

The service company must meet below requirements:

- Work in the IT service area especially in CISCO system.
- Have experience in providing IT and CISCO services for the past 5 years
- Have good and professional team with in-house staff with certifications in CISCO software, CISCO hardware, network, CISCO telephone system such as Microsoft, Cisco.

8) ADMIN SUPPORT AND REFERENCE DOCUMENTS

The service company will provide service at UN Viet Nam compound.

The onsite personnel are required to follow all UN Viet Nam rules and regulations including code of conduct, information security policy, and abide by UN security and safety regulations

The company will provide a dedicated **Focal Point/Account Manager** for the UN Viet Nam.

9) PAYMENT

Payment will be made quarterly upon the monthly service report certified by UN IT team

EVALUATION CRITERIA

Mandatory Requirements:

- Interested firms must at least have 5-year experience in providing IT and CISCO services
- The proposed personnel of less than two persons will be rejected;
- The proposed team must have all required Certified Cisco Certificates:
 - Certified Cisco Certificate of Expert technician in router and switching
 - Certified Cisco Certificate of Expert technician or CCNP in security
 - Certified Cisco Certificate of Expert technician or CCNP in collaboration
- Track records and copy of similar contracts in deployment and maintenance services of UC and ISE systems

No.	Criteria	Maximum point
1.1	Qualification of firm: - Number of years in similar service - Gold partner - Silver partner	200 80 120 100
1.2	Relevant Experience of firm: - Number of similar projects (at least 1 contract) - Size of similar projects	300 150 150
1.3	Qualification of proposed personnel team (Minimum 02). The team must have the following three certified expertise: - Certified Cisco Certificate of Expert technician in router and switching - Certified Cisco Certificate of Expert technician (100 points) or CCNP in security (60 points) - Certified Cisco Certificate of Expert technician (100 points) or CCNP in collaboration (60 points)	300 100 100 100
1.4	Experience in similar projects of the proposed key personnel	200
	Total	1000

Note: Evaluation will be done separately for each of the proposed key personnel and the total personnel score will be the average.

FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL⁴

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁵)

[insert: Location].

[insert: Date]

To: Procurement Unit - UNDP Vietnam

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated *[specify date]*, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating among others the following with appropriate supporting documents:

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.
- c) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references

Client	Contract value	Duration of activity	Services/goods provided	References contact (name, phone, email)

- d) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc. (if any)
- e) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

(Note: Please refer to Form 1 – Evaluation criteria for providing appropriate information and supporting documents to demonstrate the bidders' capacity)

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

⁴ This serves as a guide to the Service Provider in preparing the Proposal.

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

(**Note:** Please refer to Form 2 – Evaluation criteria for UNDP requirements when preparing this section)

C. **Qualifications of Key Personnel**

The Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFP

(**Note:** Please refer to Form 3 – Evaluation criteria for UNDP requirements when preparing this section)

We agree to abide by this Proposal for 120 days from the date of proposal submission deadline.

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

FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL⁶

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁷)

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

A. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3		
	Applicable taxes		
	Total	100%	

B. Cost Breakdown by Cost Component *[This is only an Example]:*

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				

⁶ This serves as a guide to the Service Provider in preparing the Proposal.

⁷ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

6. Others				
III. Other Related Costs				
Applicable taxes				

We agree to abide by this Proposal for 120 days from the date of proposal submission deadline.

[Name and Signature of the Service Provider's Authorized
Person]
[Designation]
[Date]

CHECK LIST OF DOCUMENTS SUBMITTED BY BIDDERS

Note:

- Bidders are required to review carefully this checklist before submitting proposal to ensure complete submission.
- Maximum email size: 30 MB/email. Bidders can split proposal into several emails if the file size is large
- Technical and Financial Proposals are to be submitted in separate envelop/email by **Thursday, January 16, 2020** (Hanoi time).
- Email and proposal should indicate clearly the name of tender.

Item	Documents	To be completed by bidders		
		Doc submitted Y/N	Number of pages	Remarks
1	Fully filled Technical proposal (pls. refer to template in Annex 2-a) with copies/scan of appropriate supporting documents:			
	a) Profile (if any) – describing the nature of business, field of expertise, licenses, certifications, accreditations			
	b) Business Licenses – Registration Papers, Tax Payment Certification, etc.			
	c) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references			
	d) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc. (if any)			
	e) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.			
	f) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;			
	g) Detailed CVs of the proposed personnel (and copies of their relevant certificates)			
2	Dully signed Price Schedule (pls. Refer to template in Annex 2-b)			
3	This duly filled, checked, certified submission checklist to be attached to the submission			
4	Send email (without attachment) to procurement.vn@undp.org notifying that you already submitted proposal and the number of email/envelop submitted. Notification emails should be sent to above email address by submission deadline or right after you submit proposals (either by email or hard copy).			

[Name and Signature of the Service Provider's Authorized Person]
[Designation]
[Date]

General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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.

4.0 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.

5.0 SUB-CONTRACTING:

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.

6.0 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.

7.0 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 workmen'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.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** 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.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** 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.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/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 the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this 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. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the 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 the 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, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** 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, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the 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.
- 11.3** At the request of the 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 the UNDP in compliance with the requirements of the applicable law and of the Contract.

- 11.4** 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 the UNDP, shall be made available for use or inspection by the 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.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor 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 United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and 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:

- 13.1** The recipient ("Recipient") of such information shall:

13.1.1 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,

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

- 13.2** 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 13, the Recipient may disclose Information to:

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

13.2.2 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:

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

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

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3** 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 the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

- 13.5** 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.

- 13.6** 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.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the 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..

15.0 TERMINATION

- 15.1** 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 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** 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, the 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 the UNDP of the occurrence of any of the above events.

16.0 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 this 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 UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 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 16.1, 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. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. 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 of Protection") and Article 32 ("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.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 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 public utility 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 the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers 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.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers 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.

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

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 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.

22.2 The 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.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, 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 Contract signed by the Contractor and jointly by the UNDP Authorized Official.

Contract templates and General Terms and Conditions

- Please find below link to the contract template:

[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)

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