



## SUPPLIER PROFILE FORM

To be completed by Supplier and submitted to UNICEF Office  
81A Tran Quoc Toan Str., Hanoi, Tel. (84-4) 942 5706, Fax: (84-4) 942 5705.  
Requested information is for UNDP/UNICEF/UNFPA officials use only and will be treated as confidential

(Please TYPE or PRINT, attach additional pages if space provided is not enough for information)  
Please find below the UN General Terms and Conditions for reference

### Section 1: Supplier Profile

Name of Company:		
Address:		
Telephone no.:	Fax no.:	
Email address:		
Contact person name and title:		
Type of organization:		
State enterprise: <input type="checkbox"/>	Private company: <input type="checkbox"/>	Other: <input type="checkbox"/>
Under control of:		
Year established:	License no. :	
(Please attach a copy of your license)		

### Section 2: Activity category

Manufacturer : <input type="checkbox"/>	Trading Company: <input type="checkbox"/>
Other (please specify):	
Number of employees:	
Name and title of principals:	
Name	Title
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-----	-----
-----	-----
-----	-----
Bank name and address	Bank account no. for US dollars
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-----	Bank account no. for Vietnam Dong
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### Section 3: Activities

Gross annual turnover:	Current year estimate	(US\$ _____ )			
	Last year	(US\$ _____ )			
Previous contracts (during the last 2 years) with United Nations/International or Governmental Organizations/Private Companies, for below products/services (provide at least three references):					
	<u>Date</u>	<u>Value</u>	<u>Product</u>	<u>Organization</u>	<u>Name/address</u>
1.					
2.					
3.					
Main products/services offered (please provide product list or catalogue if available):					
Storage/warehousing capacity (in square meters):					
Transportation:	YES/NO	(If yes, please specify number and capacity)			

### Section 4: Others

Approved standard (IS/BS/USP, etc): (Please attach copy of the Certificate(s))
Should your company have a Quality Assurance Policy, please indicate person(s) responsible together with title and telephone number:
1)
2)
Any other information (circle as applicable): Yes/No (if yes, please specify. Use additional paper if needed)

I hereby certify that the information provided above and in all the annexure is correct and that no person in any connection with this establishment, as a supplier for providing material, supplies or services, or as a principal or employee, is employed by UNDP/UNICEF/UNFPA, or barred by UNDP/UNICEF/UNFPA.

Name: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature: \_\_\_\_\_

## **GENERAL TERMS AND CONDITIONS**

### **A. ACKNOWLEDGEMENT COPY**

Acceptance of a Purchase Order shall form a binding contract with the Supplier signing and returning the acknowledgement copy or by the timely delivery of the goods specified.

### **B. DELIVERY DATE**

Delivery Date to be understood as the time the goods have to be available at the location indicated under Delivery Terms (INCOTERMS).

### **C. PAYMENT TERMS**

1. The United Nations shall, on fulfillment of the Delivery Terms, unless otherwise specified in the Purchase Order or Contract, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the customary shipping documents specified in the contract.
2. Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.
3. Unless authorized by the United Nations, a separate invoice must be submitted in respect of each Purchase Order or Contract. Each invoice shall indicate the identification number of the corresponding Purchase Order or Contract.
4. The prices shown in the Purchase Order or Contract may not be increased except by express written agreement of the United Nations.
5. Inspection prior to shipment does not relieve the Supplier from his contractual obligations.

### **D. TAX EXEMPTION**

1. Section 7 of the Convention of 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 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 Supplier shall immediately consult with the United Nations to determine a mutually acceptable procedure.
2. Accordingly, the Supplier authorizes the United Nations to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with the United Nations before the payment thereof and the United Nations has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide the United Nations with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.  
Practically, in Viet Nam, suppliers are requested to quote or bid with prices excluding VAT. If they are awarded a contract, The Purchase Order is also drafted without VAT. At time of payment, the vendor submit an invoice and a "red invoice" notifying the VAT. The United Nations will pay the supplier including VAT but needs the "red invoice" to get VAT refund from Viet Nam authorities.

### **E. EXPORT LICENCES**

If an export licence or licences are required for the goods, the Supplier shall obtain the licence or licences.

### **F. RISK OF LOSS**

Risk of loss, injury or destruction to the goods shall be borne by the Supplier until physical delivery of the goods has been completed in accordance with the Purchase Order or Contract.

### **G. FITNESS OF GOODS/PACKING**

The Supplier warrants that the goods, including adequate packing, conform to the specifications and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by the United Nations system, 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.

#### H. WARRANTY CLAUSE

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

#### I. RIGHTS OF THE UNITED NATIONS

In case of failure by the Supplier to perform under the terms and conditions of the Purchase Order or Contract, 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, the United Nations 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:

1. Procure all or part of the goods from other sources, in which event the United Nations may hold the Supplier responsible for any excess cost occasioned thereby.
2. Refuse to accept delivery of all or part of the goods.
3. Terminate the Purchase Order or Contract.

#### J. ASSIGNMENT AND INSOLVENCY

1. The Supplier shall not, except after obtaining the written consent of the United Nations assign, transfer, pledge or make other disposition of the Purchase Order or Contract, or any part thereof, or any of the Supplier's rights or obligations under the Purchase Order or Contract.
2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, the United Nations may without prejudice to any other rights or remedies, terminate the Purchase Order or Contract by giving the Supplier written notice of termination.

#### K. USE OF THE UNITED NATIONS NAME AND EMBLEM

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

#### L. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that the Supplier is furnishing goods or services to the United Nations without specific permission of the United Nations.

#### M. ARBITRATION

Any controversy, claim or dispute arising out of, or in connection with this Contract or any breach thereof, shall unless it is settled amicably by direct mutual negotiations, be referred to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining.

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.

#### N. PRIVILEGES AND IMMUNITIES

The privileges and immunities of the United Nations, including its subsidiary organs, are not waived.

#### O. CHILD LABOUR

The United Nations fully subscribes to the Convention on the Rights of the Child and draws the attention of the Supplier to Article 32 of the Convention 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.

#### P. ANTI-PERSONNEL MINES

The Supplier guarantees that neither the Supplier's company, nor any of its affiliates, nor any subsidiaries controlled by the Supplier's company, is engaged in the sale or manufacture of anti-personnel mines or of components utilized in the manufacture of anti-personnel mines. The Supplier

recognizes that a breach of this provision will entitle the United Nations to terminate its contract with the Supplier.