



## REQUEST FOR PROPOSAL (RFP)

From firms/institutes/organizations

Dear Sir / Madam:

We kindly request you to submit your Proposal for **developing new National Biodiversity Strategy and Action Plan for Vietnam**.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before **17.00 hrs., Friday, December 28, 2012** and via email (in PDF format) or courier mail to the address below:

**United Nations Development Programme Viet Nam**

**72 Ly Thuong Kiet Street, Hanoi, Viet Nam**

**Procurement Unit**

Email: [procurement.vn@undp.org](mailto:procurement.vn@undp.org)

(Maximum size per email: 8MB)

***With subject:*** {name of bidder} RFP for developing new NBSAP for Viet Nam

Technical and Financial Proposals are to be submitted in separate envelop/email.

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](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*  
12/13/2012

### Description of Requirements

Context of the Requirement	Please refer to the TOR
Implementing Partner of UNDP	MONRE – Ministry of Natural Resources and Environment
Brief Description of the Required Services	Provide inputs for drafting and finalization of the National Biodiversity Strategy and Action Plan (NBSAP) up to 2020, vision to 2030, which is to be submitted to the Government of Vietnam early 2013.
List and Description of Expected Outputs to be Delivered	Please refer to the TOR
Person to Supervise the Work/Performance of the Service Provider	Biodiversity Conservation Agency (BCA - MONRE) & Sustainable Development Cluster, UNDP Viet Nam
Frequency of Reporting	Please refer to the TOR
Progress Reporting Requirements	Please refer to the TOR
Location of work	<input type="checkbox"/> Exact Address/es <i>[pls. specify]</i> <input checked="" type="checkbox"/> At Contractor's Location with meetings with UNDP Viet Nam in Hanoi
Expected duration of work	January – March 2013
Target start date	January 2013
Latest completion date	March 2013
Travels Expected	N/A
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 checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency (Vietnam Dong)  <b>Note:</b> - For international bidders: All prices shall be quoted in US dollars. - For local bidders: All prices shall be quoted in Vietnam Dong

	(Otherwise, prices shall be converted to Vietnam Dong at UN Exchange Rate at the 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  <p>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.</p>																				
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted																				
Payment Terms	<table border="1"> <thead> <tr> <th>Outputs</th><th>Percentage</th><th>Timing</th><th>Condition for Payment Release</th></tr> </thead> <tbody> <tr> <td>Submission the draft NBSAP with satisfactory acceptance of BCA and UNDP</td><td>50% of total contract amount</td><td></td><td rowspan="5">           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.         </td></tr> <tr> <td>Completion of final products in the TOR with satisfactory acceptance of BCA and UNDP</td><td>50% of total contract amount</td><td></td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> </tbody> </table>	Outputs	Percentage	Timing	Condition for Payment Release	Submission the draft NBSAP with satisfactory acceptance of BCA and UNDP	50% of total contract amount		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.	Completion of final products in the TOR with satisfactory acceptance of BCA and UNDP	50% of total contract amount										
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Biodiversity Conservation Agency (BCA - MONRE) & Sustainable Development Cluster, UNDP Viet Nam																				
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Institutional Contract <u>or</u> <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract																				
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	<p><b><u>Technical Proposal (70%)</u></b></p> <p><input checked="" type="checkbox"/> Expertise of the Firm 20%</p> <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30%</p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 50%</p> <p><b><u>Financial Proposal (30%)</u></b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<p><input checked="" type="checkbox"/> One and only one Service Provider</p> <p><input type="checkbox"/> One or more Service Providers, depending on the following factors</p>
Annexes to this RFP	<p><input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)</p> <p><input checked="" type="checkbox"/> Detailed TOR</p> <p><input checked="" type="checkbox"/> Others: 1. Terms of Reference (Annex 4); 2. Evaluation Criteria (Annex 5); 3. Price Schedule template (Annex 6)</p>
Contact Person for Inquiries (Written inquiries only) <sup>1</sup>	<p>Ms. Nguyen Thi Hoang Yen Procurement Associate, UNDP Viet Nam Email: <a href="mailto:nguyen.thi.hoang.yen@undp.org">nguyen.thi.hoang.yen@undp.org</a></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 (<a href="http://www.undp.org.vn">www.undp.org.vn</a>) 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>

<sup>1</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>2</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>3</sup>)*

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

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 the following :*

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;*
- e) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) *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.*

### 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.*

### C. Qualifications of Key Personnel

*If required by the RFP, the Service Provider must provide :*

<sup>2</sup> This serves as a guide to the Service Provider in preparing the Proposal.

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

- 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; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

**D. Cost Breakdown per Deliverable\***

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

*\*This shall be the basis of the payment tranches*

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

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

*[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.

## ANNEX 4: TERMS OF REFERENCE

<b>Title:</b>	Develop new National Biodiversity Strategy and Action Plan for Vietnam
<b>Duty Station:</b>	Hanoi
<b>Duration and Study Period:</b>	A total of up to 8 man-months for the study team from January– March, 2013
<b>Project ID and title:</b>	UNDP/MONRE – “Developing National Biodiversity Strategy and Action Plan and Mainstreaming Biodiversity Conservation into Provincial Planning” project – ID: 00080525
<b>Reporting:</b>	Reports to the Biodiversity Conservation Agency, BCA Ministry of Natural Resources and Environment, MONRE; and UNDP Country Office

### 1) BACKGROUND

The Government of Vietnam has made a strong commitment to environmental conservation. Since 2006, Vietnam’s Government has started to allocate 1% of the national budget for environmental protection. The national budget allocated to biodiversity conservation appears in two forms: central budget and provincial budget. The average spending for biodiversity conservation constitutes about 0.4% of the total national budget. However, it has been noted that much of the “investment for biodiversity is limited and untargeted; usually focusing on infrastructure construction rather than for scientific research, management and protection activities”<sup>1</sup>. It further notes that “investment in biodiversity conservation is also insufficient, when little funding is allocated to management, strategic development and legislative formulation, capacity building, and public awareness raising as well as baseline biodiversity investigation. It is estimated that nearly 90% of the biodiversity fund were spent for infrastructure construction, and only 10% was directly costed for biodiversity conservation and management. New and complex issues in biodiversity protection such as genetic access and benefit-sharing, ecosystem-based approach adoption, and terrestrial and marine biodiversity conservation have not received sufficient attention.”

Vietnam’s first national biodiversity strategy and action plan (NBSAP) was developed in 1995, and updated in 2007, but this was only done for the period up to 2010. In 2008, the Law on Biodiversity was enacted which specifies the roles of MONRE and the provincial authorities in biodiversity conservation. The Law highlights the importance of biodiversity conservation planning both at national and sub-national level, conservation and sustainable development of natural ecosystems, species and genetic resources, and requires having mechanisms and resources for biodiversity conservation and sustainable development. The project “Developing National Biodiversity Strategy and Action Plan and Mainstreaming Biodiversity Conservation into Provincial Planning” is designed to strengthen capacity both at national and provincial levels for implementation and monitoring of the NBSAP, and pilot mainstreaming biodiversity priorities into land-use planning in two provinces; the project will, therefore, provide many lesson for future biodiversity conservation planning in Vietnam.

The project is seeking for a consultancy firm proposing team/group of national consultants to carry out studies, assist Biodiversity Conservation Agency (BCA), Vietnam Environmental Administration (VEA) of the

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<sup>1</sup> Vietnam’s 4th National Report to the CBD

Ministry of Natural Resources and Environment (MONRE) in the preparation the National Biodiversity Strategy and Action Plan (NBSAP).

## **2) OBJECTIVE OF THE ASSIGNMENT**

The objective of the assignment is to provide inputs for drafting and finalization of the National Biodiversity Strategy and Action Plan (NBSAP) up to 2020, vision to 2030, which is to be submitted to the Government of Vietnam early 2013.

## **3) SCOPE OF WORK**

### ***Overall responsibility***

To support the MONRE team, draft and finalize the NBSAP in line with the comment/request of international advisor and BCA.

### ***Major activities:***

1. Draft and finalize NBSAP:
  - Based on the recommendations from the international consultant on the outlines, and guidelines from MONRE's NBSAP drafting team consultation, to prepare plan for the strategy development, including:
  - Prepare full draft of Section I of the NBSAP: Background, status of biodiversity, threats
  - Prepare full draft of Section II of the NBSAP: guiding principles, vision and strategic goals and detailed objectives
  - Prepare full draft of Section III of the NBSAP: Strategic tasks and priority programs, plans and projects
  - Prepare full draft of Section IV of the NBSAP: Implementation, Arrangements, Monitoring and Reporting
  - Prepare annex of the NBSAP on indicators for monitoring NBSAP implementation.
  - Prepare and include textbox, boxes in the draft NBSAP for visual aid.
2. Gather relevant information, prepare and produce maps, diagrams for the NBSAP. The number and types of maps and diagrams are mentioned, but not limited, to the following:
  - A map on forest types (including protected areas) using updated information to date;
  - A map on important bird areas;
  - A diagram on conservation units that are currently under operation.

Note: an appropriate equivalence from the contractual service shall be spent on developing maps/diagrams to be used in the NBSAP.

### ***Methodology and consultation***

Developing NBSAP shall be based on outputs of the task of "Thematic studies on policy and institution, species and genetic resources, and ecosystems and protected areas conducted through three working groups to provide inputs for NBSAP development".

The study has to be conducted in close cooperation with currently on-going projects and programs; for instance the program on "Enhancing protected areas management" cooperated by GIZ and MARD; FORMIS project on forestry data and other projects run by NGOs. In addition, NBSAP has to be designed in harmonization with the National Strategy for Protected Areas, which is also being under development by MARD.

The study will use the guidelines for NBSAP development prepared by CBD; and aim to tackle challenges that have been addressed in the National Biodiversity Report of Vietnam (4<sup>th</sup> report to CBD).

Consultation is conducted at each stage of development: (i) initial consultation on the structure of the NBSAP; (ii) consultation on strategic goals and objectives; (iii) consultation on detailed actions and priority project; (iv) peer review on the draft nbsap after compilation of all parts.

Consultation with UNDP and BCA is to be undertaken regularly during the study. All data sources, analysis methodology and calculations must be made available to UNDP and BCA.

The study team proposed by the firm will consist of Vietnamese national experts, comprising a team leader, who will drive the study and take responsibility for study outputs, and a team of up to three technically qualified national consultants to support the Team Leader and one or two separate consultants working on different maps required in the NBSAP. Please see Section 7 (Degree of Expertise and Qualifications) for more details.

***The proposed process includes the following steps:***

- Working closely with BCA and UNDP to have reviews and learn from recent studies and reports serving as scientific base for development of the national biodiversity strategy in Vietnam.
- Acquiring outputs of the task “Thematic studies on policy and institution, species and genetic resources, and ecosystems and protected areas conducted through three Working Groups to provide inputs for NBSAP development” to develop the Section I “Status of Biodiversity in Vietnam”,
- Working closely with BCA and IUCN and the international expert in to develop the outline of the NBSAP which set out challenges and opportunity, strategic goals, detailed objectives and priority action plans and programs;
- Develop the NBSAP based on the agreed outlines; consisting of four main parts and an annex: Part I – Status and context for development of National NBSAP; Part II – Visions, Strategic Goals and Objectives; Part III – Actions and Priority Programs; Part IV – Implementation Arrangement; Annex: Indicators for measurement of NBSAP implementation.
- Develop maps that fit into the draft NBSAP;
- Conduct consultative workshops with BCA, international experts to get comments/advice on the draft NBSAP ;
- Peer review to obtain feedbacks and comments on the draft NBSAP;
- Develop final NBSAP in line with the comment/request of international advisor and BCA and with CBD’s requirement.

***Detailed requirements of the new NBSAP***

The new NBSAP aims to protect and sustainably manage the lands and water of Vietnam, to develop comprehensive plans that integrate climate change into their goals and objectives, and to develop appropriate biodiversity and climate policies, laws and incentives. Delivering these results requires a multi-stakeholder approach that includes both state and non-state actors. Activities under this output include workshops, briefings, and other meetings to ensure a robust consultative process that engages representatives from key state and non-state sectors, including National Assembly and Party. The aim is to develop and sustain a participatory process in order to increase the likelihood of successful implementation of the NBSAP so that this process can continue well beyond the preparation of the NBSAP. This is especially important relative to the goals of mainstreaming biodiversity into national development plans, and promoting resilient landscapes that include production sectors.



The ultimate goal of Biodiversity Enabling Activities by GEF is to build national capacity across the board for biodiversity management. The delivery of global biodiversity benefits depend on the development of national capacity for managing biodiversity. The more robust this capacity is in a given country, the more effective the national implementation of biodiversity conservation will be. Thus, a great deal of systemic capacity is expected to be built through a series of activities that will have a greater chance of influencing and even becoming policy:

- Assessing and integrating ecosystem services through economic valuation.
- Mainstreaming biodiversity into development policies, plans and practices and into sectoral plans and strategies.
- Incorporating climate change issues into NBSAP.
- Integrating NBSAP with the CBD Programme of Work on Protected Areas implementation plan.
- Securing sustainable finance for NBSAP implementation.
- Monitoring and reporting on the status of biodiversity under climate change scenarios.

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

The study is expected to commence from January 2013 and major outputs and reports finalized by March, 2013. The time allocated for the assignment is a total of up to 8 man-months, of which 2 man-month for the Team Leader and up to a total of 6 man-months for the Study Team, comprising up to 3-5 members.

Duty Station: Ha Noi

The assignment will be home-based over the period from January to March, 2013.

#	Members	Estimated duration (MM)
1	Team leader	2 months
2	Policy expert	1 month
3	Financing expert	1.5 months
4	Biodiversity expert(s)	2.5 months
5	Planning expert	1 month

#### **5) FINAL PRODUCT**

The final product which is to be delivered is the full draft of the National Biodiversity Strategy and Action Plan up to 2020 and vision to 2030.

#### **6) PROVISION OF MONITORING AND PROGRESS CONTROL**

Regular meeting and discussion with BCA (Project PMU), and UNDP responsible staff to agree on the work plan, methodology and format of the report. Technical consultation workshop will be organized with the support from the project PMU to receive comments from stakeholders on the study and its products. The proposed project schedule is below.

Date	Activities
Mid Jan 2013	Award contract, work plan
February, 2013	First draft report prepared
Early-March, 2013	Technical consultation workshop Revisions as appropriate
Mid-March, 2013	Technical consultation workshop Revisions as appropriate
Mid-March, 2013	Peer review
End of March, 2013	Final NBSAP submitted

## **7) DEGREE OF EXPERTISE AND QUALIFICATIONS**

Please see detailed requirements on firm's expertise and qualifications of the assigned team in the evaluation sheet (Annex 5).

## **8) PROJECT SUPPORT AND REFERENCE DOCUMENTS**

UNDP already recruited the international expert, with a proven track record in developing provincial and national NBSAP in other countries, to provide technical assistance and quality control support to the study being undertaken. The role of the international expert will be to support the Team by reviewing study methodology, and assessing data analysis.

UNDP and the BCA will deliver the following reference documents to the contractor

- 4<sup>th</sup> National Biodiversity Report;
- Relevant studies conducted by BCA.

## **9) REVIEW TIME REQUIRED AND PAYMENT TERM**

50% of the total contract will be paid after the submission the draft NBSAP with satisfactory acceptance of BCA and UNDP and the remaining 50% will be paid on completion of final products in the TOR with satisfactory acceptance of BCA and UNDP . The final draft reports will be provided to BCA (MONRE) and UNDP CO for review 10 days prior to the end of the contract period.

**ANNEX 5:****Evaluation criteria for Developing and Finalization of National Biodiversity Strategy and Action Plan (NBSAP):**

<b>Technical Proposal Evaluation</b>		<b>Max. Points</b>
<b>Form 1: Expertise and Capacity of Firm / Organization submitting Proposal</b>		
1.1	Reputation of Organisation and Staff (Competence / Reliability)	30
1.2	Litigation and Arbitration history	20
1.3	General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organisation, plan to sub-contract, strength of project management support e.g. project financing capacity and project management controls)	30
1.4	The composition of the team is suitable to carry out the task (ie. team members have distinct and complementary capabilities)	50
1.5	Quality assurance procedures, warranty	20
1.6	The firm / organisation has: - Experience on Similar Programme / Projects, Experience on Projects in Viet Nam Work for UNDP/ major multilateral/ or bilateral programmes/GEF projects is an advantage	50
<b>Total form 1</b>		<b>200</b>
<b>Form 2: Adequacy of the proposed approach, methodology, work plan and quality control responding to the TOR</b>		
2.1	To what degree does the Offeror understand the task?	50
2.2	Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another?	50
2.3	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	50
2.4	The proposed work plan and approach demonstrates that the Offeror understands the context in which the project will be undertaken and articulates an approach to overcoming potential challenges.	50
2.5	Is the scope of the task well defined and does it correspond to the TOR?	50
2.6	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	50
<b>Total form 2</b>		<b>300</b>
<b>Form 3: Personnel competencies</b>		

	<b>3.1 Team leader (national consultant)</b>	
3.1.2	Relevant education background (Biodiversity conservation); Professional Experience in the areas of Biodiversity, Strong experience on climate change and CBD processes relevant to the project	70
3.1.3	Sound knowledge of the instructional setting and operation of Vietnam system	40
3.1.4	Strong conceptual understanding of the relationship between biodiversity and its effects on and contribution to economic development in Viet Nam.	60
3.1.5	Language Qualifications/ including writing skills both Vietnamese and English by provision of two report/writing samples each language	30
	<b>Subtotal form 3.1</b>	<b>200</b>
	<b>3.2 Team members – researchers (National consultants)</b>	
3.2.1	Postgraduate Degree in environmental economics, environmental management, biology, zoology or related field	30
3.2.2	Sound knowledge of the instructional setting and operation of the conservation network in Vietnam	30
3.2.3	Sound knowledge of biodiversity financing	20
3.2.4	Strong conceptual understanding of the relationship between biodiversity and its effects on and contribution to economic development in Viet Nam.	40
3.2.5	Sound knowledge of biodiversity relevant aspects, particularly ecosystems and protected areas management;	40
3.2.6	Good understanding of Vietnam biodiversity conservation effort and history	30
3.2.7	Experienced with field study and visits, particularly in conservation areas nationwide	20
3.2.8	A proven track record in the fields required	30
3.2.9	Maps designed and development skill	30
3.2.10	Proven good writing reporting skills in both English and Vietnamese by provision of one report/writing sample each language	30
	<b>Subtotal form 3.2</b>	<b>300</b>
	<b>Total form 3 (=3.1+3.2)</b>	<b>500</b>
	<b>TOTAL FORMS (form 1+2+3)</b>	<b>1000</b>

## Annex 6: PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope (or pdf document if submitting electronically) from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

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

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

All related applicable taxes are included in the offered prices.

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

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

<b>Price Schedule:</b>					
<b>Request for Proposals for Services</b>					
<b>Description of Activity/Item</b>		<b>Number of Staff</b>	<b>Men Month</b>	<b>Rate US\$ / VND</b>	<b>Estimated Amount</b>
<b>1.</b>	<b>Remuneration</b>				
1.1	Services in Home office				
1.2	Services in Field				
1.3	...				
<b>2.</b>	<b>Out of Pocket Expenses</b>				
2.1	Travel				
2.2	Per Diem Allowances				
2.3	Communications				
2.4	Reproduction and Reports				
2.5	Equipment and other items				