



REQUEST FOR PROPOSAL (RFP)

From firms/institutes/organizations in Vietnam

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Case study on some aspects of One Health in Bac Giang province, Viet Nam (Ref. C-180806)**.

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 **Friday, September 28, 2018** (Hanoi time) by the following methods:

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| <p><u>By email: For green environment, this is preferred submission method</u></p> <p>E-mail address for proposal submission: luu.ngoc.diep@undp.org</p> <p><u>Separate emails</u> for technical and financial proposals.</p> <p>With subject: (Ref. C-180806) RFP for Case study on some aspects of One Health in Bac Giang province, Viet Nam (<i>Email ... of ... emails</i>)</p> <p>Maximum size per email: 7 MB. Bidders can split proposal into several emails if the file size is large)</p> | <p><u>By hard copy: (within working hours 8.00 am - 5.00 pm Monday - Friday only)</u></p> <p>Address for proposal submission:</p> <p>Procurement Unit UNDP Vietnam 304 Kim Ma Street, Hanoi, Vietnam</p> <p>With envelop subject: (Ref. C-180806) RFP for Case study on some aspects of One Health in Bac Giang province, Viet Nam</p> <p>When submitting hard copy proposals, please call one of the following staff to receive hard copy proposal:</p> <ol style="list-style-type: none">1. Ms. Luu Ngoc Diep, Procurement Associate Tel: +84-24-385002002. Ms. Quach Thuy Ha, Procurement Assistant Tel: +84-24-38500143 <p>The bidder is requested to sign a bid submission form when delivering proposal.</p> |
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Note:

- For both submission methods, 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
9/19/2018

DESCRIPTION OF REQUIREMENTS

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| 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 | Case study on some aspects of One Health in Bac Giang province, Viet Nam |
| 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 | National Project Director – SCOH2 Project and the UNDP Programme Officer |
| Frequency of Reporting | Please refer to the TOR |
| Progress Reporting Requirements | Please refer to the TOR |
| Location of work | <input checked="" type="checkbox"/> Hanoi and Bac Giang province <input checked="" type="checkbox"/> At Contractor's Location |
| Expected duration of work | 15 October 2018 to 15 March 2019 |
| Target start date | 15 October 2018 |
| Latest completion date | 15 March 2019 |
| 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 checked="" type="checkbox"/> Not applicable |
| 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 checked="" type="checkbox"/> Not applicable |
| Implementation Schedule indicating breakdown and | <input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required |

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| timing of activities/sub-activities | |
| 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"/> Vietnamese Dongs 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/compl eted services and authorize the disbursement of payment | National Project Director – SCOH2 Project and the UNDP Programme Officer |
| Type of Contract to be Signed | <input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement ¹ <input type="checkbox"/> Other Type of Contract |
| Criteria for Contract Award | <input type="checkbox"/> Lowest Price Quote among technically responsive offers |

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.

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| | <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>Proposal shall be considered technically qualified if it meets specification requirements for equipment and achieves minimum 70% of total obtainable technical points.</p> <p>Weight of technical and financial point:</p> <p><u>Technical Proposal (70%)</u> <u>Financial Proposal (30%)</u></p> <p>Financial score will be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p> <p>See detailed evaluation criteria in the below table.</p> |
| 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) |
| Pre-proposal meeting | <p>Time: 10.30 am Date: Friday, September 07, 2018 Venue: 304 Kim Ma street, Ba Dinh District, Ha Noi The UNDP focal point for the arrangement of pre-proposal is: Ms. Luu Ngoc Diep, Procurement Associate Tel: (+84-24) 38500200 E-mail: luu.ngoc.diep@undp.org</p> <p>Kindly contact the above focal point to register for the pre-proposal meeting at least 1 day in advance.</p> |
| 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> |

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.

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.

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| 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> |
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EVALUATION CRITERIA

| Summary of Technical Proposal Evaluation Forms | | Points Obtainable |
|--|--|-------------------|
| 1. | Bidder's qualification, capacity and experience in One Health related areas including animal health, human health, and environmental health. | 300 |
| 2. | Proposed Methodology, Approach and Implementation Plan to carry out the research with proposed timeline | 400 |
| 3. | Management Structure, Key Personnel, and relevant researchers who are assigned to carry out technical works of the study (with CV attached) | 300 |
| Total | | 1000 |

| Technical Proposal Evaluation Form 1 | | Points obtainable | Company / Other Entity | | | | |
|---|--|-------------------|------------------------|---|---|---|---|
| | | | A | B | C | D | E |
| <i>Bidder's qualification, capacity and experience</i> | | | | | | | |
| 1.1 | Reputation of Organization and Staff Credibility / Reliability | 50 | | | | | |
| 1.2 | General Organizational Capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted | 90 | | | | | |
| 1.3 | Relevance of specialized knowledge and experience on similar engagements done in the region/country | 70 | | | | | |
| 1.4 | Quality assurance procedures and risk mitigation measures | 60 | | | | | |
| 1.5 | Organizational Commitment to Sustainability (mandatory weight) -- Organization demonstrates significant commitment to sustainability through some means, for example internal company policy documents on women empowerment | 30 | | | | | |
| Total Form 1 | | 300 | | | | | |

| Technical Proposal Evaluation Form 2 | | Points Obtainable | Company / Other Entity | | | | |
|--|--|-------------------|------------------------|---|---|---|---|
| | | | A | B | C | D | E |
| <i>Proposed Methodology, Approach and Implementation Plan</i> | | | | | | | |
| 2.1 | Understanding of the requirement: Have the important aspects of the task been addressed in | 80 | | | | | |

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| | sufficient detail? Are the different components of the study adequately weighted relative to one another? | | | | | | |
| 2.2 | Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference | 100 | | | | | |
| 2.3 | Details on how the different service elements shall be organized, controlled and delivered including but not limited to data collection in the field, data processing and analysis, how the research questions are addressed, key expected outputs and recommendations, etc. | 50 | | | | | |
| 2.4 | Description of available performance monitoring mechanisms and tools; how they shall be adopted and used for producing a quality research report. | 50 | | | | | |
| 2.5 | Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic | 70 | | | | | |
| 2.6 | Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract | 50 | | | | | |
| Total Form 2 | | 400 | | | | | |

| Technical Proposal Evaluation Form 3 | | | Points Obtainable | Company / Other Entity | | | | |
|---|--|-----|----------------------|------------------------|---|---|---|---|
| | | | | A | B | C | D | E |
| Management Structure and Key Personnel | | | | | | | | |
| 3.1 | Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services? | | 60 | | | | | |
| 3.2 | Qualifications of key personnel proposed | | | | | | | |
| 3.2.1 | Team Leader | 120 | | | | | | |
| | At least a Master’s Degree in One Health related areas, i.e. animal health, human health, or environmental health | 30 | | | | | | |
| | Specific Experience in conducting studies in One Health-related fields such as animal health, human health or environmental health | 50 | | | | | | |
| | Proven experience in coordinating teams of researchers as a team leader | 30 | | | | | | |
| | Verbal and written English proficiency | 10 | | | | | | |

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| 3.2.2 | <i>The experts on canine rabies, human rabies, AMR and environmental health</i> | 80 | | | | | | |
| | <i>At least a Master's Degree in an area relevant to their proposed role and expertise in the study team</i> | 10 | | | | | | |
| | <i>General Experience in relevant technical areas</i> | 10 | | | | | | |
| | <i>Specific Experience relevant to the particular assignment</i> | 40 | | | | | | |
| | <i>Regional/International experience</i> | 10 | | | | | | |
| | <i>Language Qualifications</i> | 10 | | | | | | |
| 3.2.2 | <i>Other team members Experts in Health systems expert Social research expert, and Institutional Assessment expert</i> | 40 | | | | | | |
| | <i>At least a Bachelor's Degree (Master's preferred) in an area relevant to their proposed role and expertise in the study team</i> | 10 | | | | | | |
| | <i>General Experience in relevant technical areas</i> | 5 | | | | | | |
| | <i>Specific Experience relevant to the particular assignment covered by each individual expert</i> | 15 | | | | | | |
| | <i>Regional/International experience</i> | 5 | | | | | | |
| | <i>Language Qualifications</i> | 5 | | | | | | |
| | Total Form 3 | | 500 | | | | | |
| | TOTAL | | 1000 | | | | | |

TERMS OF REFERENCE

| | |
|---------------------------|---|
| Service | Case study on some aspects of One Health in Bac Giang province, Viet Nam |
| Duty station: | Hanoi and site visit to Bac Giang province |
| Expected Duration: | 15 October 2018 – 15 March 2019 |
| Supervision: | National Project Director - SCOH2 project, UNDP Vietnam |

1. GENERAL BACKGROUND

Viet Nam is located in a relatively high-risk region for emerging infectious diseases (EIDs), including zoonotic diseases arising from the interaction of humans, livestock, wild animals and ecosystems. Addressing risky practices related to bio-security of livestock and wildlife farming, trade and consumption will require a long-term effort.

Over the past several years, the Government of Viet Nam (GoVN) has been progressively strengthening the application of a One Health approach to zoonotic emerging infectious diseases (EIDs). Current national efforts are set out in the Viet Nam One Health Strategic Plan for Zoonotic Diseases (OHSP), 2016-2020, which sets out a five-year plan for reducing the health and other impacts of zoonotic diseases. The OHSP addresses seven key focus areas, including One Health capacity building, and the application of One Health approaches for managing human disease emergencies of animal origin, zoonotic agents with pandemic potential that are yet to emerge, zoonotic influenza viruses with pandemic potential, rabies, antimicrobial resistance (AMR), and other priority zoonotic diseases. The OHSP is available here: <http://onehealth.org.vn/documents/the-viet-nam-ohsp-2016-2020-final/203.html>.

The second phase of the Strengthening capacity for the implementation of One Health in Viet Nam project (SCOH2), implemented by the Ministry of Agriculture and Rural Development (MARD) in cooperation with the Ministry of Health (MOH), with funding from USAID via UNDP, supports the Viet Nam One Health Partnership for Zoonoses (OHP) and its Secretariat located within MARD. A key activity of the SCOH2 project is to commission research to support One Health policy-making in Viet Nam. The topics for this research are identified by the OHP Secretariat under the guidance of key technical agencies within MARD and MOH as well as other national and international experts within the project's Technical Advisory Committee (TAC).

In order to support the development of clear information and recommendations to national policy makers and other key stakeholders on the status of One Health capacity building, collaboration and efforts on key zoonotic diseases and AMR at the provincial and lower levels, the SCOH2 is seeking **for a qualified local consultancy firm** to conduct a study on One Health in one selected province, contributing to building up a provincial profile on selected key One Health issues as a basis for identifying recommendations for strengthening One Health capacity and efforts at the provincial level.

Drawing on both qualitative and quantitative data, the study will provide an overall picture of the status of One Health within one province, including the following specific issues:

1. *Provincial profile*
2. *Case study on canine rabies prevention and control in Bac Giang province, and recommendations to ensure achievement of the targets in the National Rabies Strategy 2017-2021 from provincial to local levels.*
3. *Case study on human rabies prevention in Bac Giang province, and recommendations to ensure achievement of the targets in the National Rabies Strategy 2017-2021 from provincial to local levels.*
4. *Case study on a One Health approach to Antimicrobial Resistance in Bac Giang province, and recommendations to strengthen this from provincial to local levels.*
5. *Case study on the role of the environmental sector in One Health in Bac Giang province, and*

recommendations to strengthen the involvement of the environmental sector in One Health from provincial to local levels.

Drawing on both qualitative and quantitative data, the study will contribute to this overall picture of the status of One Health within one province across the seven focus areas in the OHSP 2016-2020, providing more detailed information as follows.

A. Provincial profile

- Basic geographical, demographic, socio-economic and other information on the province, including a brief overview of agriculture, forestry and other aspects that provide the basic context for One Health issues in the province.
- Inter-sectoral coordination mechanisms relevant to One Health at provincial, district and commune levels;
- Quantity and quality of human resources (One Health workforce);
- Roles and perceptions of key stakeholders on overall One Health concepts and specific One Health issues. Stakeholders addressed in the research will include:
 - Government leaders and officers of sectoral agencies at provincial, district and local levels;
 - Private sector representatives from related sectors (e.g. enterprises in livestock and wildlife farming and trading value chains, drug suppliers, etc.);
 - Representatives from social organizations/civil society;
 - Village heads and households, particularly in communities involved in livestock/wildlife farming and trading value chains. Stakeholders in these communities will be further disaggregated by specific livelihoods, gender, economic status, ethnicity, and other relevant aspects.

B. Canine rabies prevention and control

Rabies is an important zoonotic disease that is endemic in the majority of ASEAN countries, including Viet Nam, with 74 human cases detected in Viet Nam in 2017.⁴ Rabies has been identified as a priority zoonosis in Viet Nam,⁵ and provides an important example of spill over at the animal-human interface. Most human cases in Viet Nam occur as a result of contact with rabid dogs. As noted in the OHSP, rabies “is highly suited to a One Health approach, and provides a practical opportunity to develop effective inter-sectoral coordination and collaboration in Viet Nam.”⁶

Viet Nam is committed to elimination of rabies in line with the ASEAN Rabies Elimination Strategy (ARES).⁷ Viet Nam’s National Programme for Rabies Control and Elimination during the period from 2017-2021 was officially approved in February 2017.⁸ This plan adopts a One Health approach and covers all pillars of disease control for MARD and MOH and other involved partners, and is in line with the ARES as well as with the global directions on rabies control and elimination adopted by WHO, FAO, OIE and the Global Alliance for Rabies Control (GARC).

Elimination of human rabies cases in Viet Nam and the broader region depends on control of rabies in dogs, coupled with universal post-exposure prophylaxis (PEP) in humans exposed to potentially rabid animals. The national programme sets the overall goal of controlling rabies in domestic dogs and humans by 2021, with the aim of eliminating rabies. It includes the following specific objectives for the agriculture sector:

- Establishing a list of dog-raising households in over 95 percent of communes, wards and towns.

⁴ Ministry of Health, Viet Nam

⁵ Circular No. 16/2013/TTLT-BYT-BNN dated 27 May 2013

⁶ Viet Nam One Health Strategic Plan for Zoonotic Diseases (OHSP), 2016-2020, p78

⁷ The ASEAN Rabies Elimination Strategy (ARES) was jointly endorsed by the 36th ASEAN Ministerial Meeting on Agriculture and Forestry and the 12 ASEAN Health Ministers Meeting respectively held in September 2014. Viet Nam is a lead country for the ARES.

⁸ Government of Viet Nam (2017) Viet Nam’s National Programme for Rabies Control and Elimination, 2017-2021, issued by the Prime Minister according to Decision No. 193/QĐ-TTg dated 13 February 2017.

- Achieving a vaccination rate of domestic dogs in communes, wards and towns of over 85 percent.
- No cases of canine rabies detected in over 70 percent of all provinces over two consecutive years.

Reporting on the results of rabies prevention and control in the agriculture sector for 2017 shows significant differences between provinces in both the number of reported canine and human rabies cases, and in the level of vaccination coverage and registration of dog ownership.⁹ In order to achieve the targets of the national programme, further understanding and efforts are needed to overcome barriers to dog vaccination and related initiatives from the provincial to local levels.

The report will describe the situation of canine rabies in the province, the key barriers to meeting the national targets for canine rabies control leading to elimination, and propose recommendations to address these barriers and meet the national targets.

Key questions to be answered include:

- What is the profile of canine and human rabies in the province?
- What is the status of inter-sectoral coordination and plans on rabies prevention, control and elimination in the province, from the animal health perspective? Is there a provincial action plan to implement the national strategy, and is it resourced and implemented?
- What is the status of surveillance and reporting of canine rabies?
- What laboratory capacity is available to the animal health sector?
- What is the status of key prevention and management issues, including canine rabies, dog registration, enforcement of regulations for rabies prevention (free roaming, registration, vaccination, etc.), management of dog breeding and trading, public awareness raising, etc.
- What are the key reasons that people keep dogs in the province (companion, guard dog, source of protein, other)? What is the status of dog management and enforcement of regulations and penalties in the province? What are the knowledge, attitudes, practices and behaviors (KAPB) of dog owners regarding dog management and vaccination and related regulations and penalties? What is the estimated number of stray or regularly unsecured dogs in the province?
- How is the epidemiology of canine and human rabies analyzed within the province by the animal health sector? How are dog bite cases and suspected and confirmed rabies cases investigated and managed? How are lessons from this applied to overall control efforts within the province?
- What are the key challenges, barriers, gaps, capacity development needs and other needs in relation to meeting the targets in the national rabies strategy in relation to animal vaccination, registration, etc.?
- What are key recommendations for strengthening rabies policies, resources and actions at all levels in Viet Nam based on the lessons from this province?

C. Human rabies prevention

As noted above, elimination of human rabies cases in Viet Nam and the broader region depends on control of rabies in dogs, coupled with universal post-exposure prophylaxis (PEP) in humans exposed to potentially rabid animals. The national programme sets the overall goal of controlling rabies in domestic dogs and humans by 2021, with the aim of eliminating rabies. It includes the following specific objectives for the human health sector:

- Reducing the number of provinces with a high incidence of rabies in humans by 60%.
- Reducing the number of human deaths due to rabies by 60% in 2021 compared to the average number of cases during the period from 2011 to 2015.

Reporting on the results of rabies prevention and control in the human health sector for 2017 shows

⁹ Department of Animal Health (DAH), Báo cáo Hội nghị sơ kết chương trình quốc gia khống chế và tiến tới loại trừ Bệnh dại giai đoạn 2017-2021, năm 2017 (Report on the Conference on the Preliminary Results during 2017 of the National Programme for Rabies Control and Elimination, 2017-2021), Hanoi, 19 January 2018

significant differences between provinces in the number of reported human cases of rabies, even in areas within one region of the country that would seem to have similar levels of risk based on the reported incidence of canine rabies.¹⁰ The OHSP highlights the need for strengthening the administration of post-exposure prophylaxis (PEP) for all humans bitten by a dog (or other mammal) that could have rabies, through the introduction of district treatment centres to all high-risk areas to reduce the need for travel for those requiring PEP. It also notes the need for pre-exposure prophylaxis (PrEP) for high risk groups including dog vaccinators, dog handlers and where necessary children in high risk areas, through identification of high risk groups and implementation of a vaccination program. In order to achieve the targets of the national programme, further understanding and efforts are expected to be needed on both PEP and PrEP from the provincial to local levels.

The report will describe the situation of human rabies in the province, identifying the key barriers to meeting the national targets for human rabies prevention, and propose recommendations to address these barriers and meet the national targets. Key questions to be answered include:

- What is the profile of canine and human rabies in the province?
- What factors that affect the situation of human rabies in the province?
- What is the status of inter-sectoral coordination and plans on rabies prevention, control and elimination in the province, from the human health perspective? Is there a provincial action plan to implement the national strategy, and is it resourced and implemented?
- What is the status of surveillance and reporting of human rabies?
- What laboratory capacity is available to the human health sector?
- What is the status of key prevention and management issues, including public awareness raising, capacity and implementation of PrEP and PEP, etc.
- What are the knowledge, attitudes, practices and behaviors (KAPB) of people in the province (in particular, identified risk groups) relevant to rabies prevention and control?
- How is the epidemiology of canine and human rabies analyzed within the province by the human health sector? How are dog bite cases and suspected and confirmed rabies cases investigated and managed? How are lessons from this applied to overall control efforts within the province?
- What are the key challenges, barriers, gaps, capacity development needs and other needs in relation to meeting the targets in the national rabies strategy under the responsibility of the human health sector?
- What are key recommendations for strengthening rabies policies, resources and actions at all levels in Viet Nam based on the lessons from this province?

D. Antimicrobial Resistance

Antimicrobial resistance (AMR) is a growing global concern, including in Asia as a region and in Viet Nam.¹¹ Management and containment of AMR requires a One Health approach, encompassing action in the human sector to reduce the number of untreatable bacterial infections both in and out of hospitals, in the animal sector to reduce the high levels of resistance in bacteria in animals, especially in livestock farms and aquaculture, and also addressing environmental dimensions related to the presence of antimicrobial drugs and resistant organisms in human and animal waste-water. Effective coordination and collaboration between sectors is also required.

The report will identify antibiotic stewardship in the human health and agriculture sectors, as well as key AMR risks and prevention and control efforts across related sectors, from provincial to commune levels.

¹⁰ Ministry of Health (draft) Report on the Rabies situation in 2017 (forthcoming). MARD Department of Animal Health (DAH), Báo cáo Hội nghị sơ kết chương trình quốc gia khống chế và tiến tới loại trừ Bệnh dại giai đoạn 2017-2021, năm 2017 (Report on the Conference on the Preliminary Results during 2017 of the National Programme for Rabies Control and Elimination, 2017-2021), Hanoi, 19 January 2018.

¹¹ Viet Nam One Health Strategic Plan for Zoonotic Diseases (OHSP), 2016-2020 – Technical Annex, p39.

Key questions to be answered include:

- What is the status of coordination mechanisms and plans on antibiotic use and AMR prevention and control in the province?
- What is the overall profile for antibiotic use in the province (brief overview of human health, animal health/livestock production and probably/confirmed use of AMR based on studies and fieldwork)?
- What are the key mechanisms for antibiotic stewardship in the province in the human health, animal health or other sectors?
- What is the status of surveillance for antibiotic use and AMR in these sectors? How does the provincial experience compare to the CIRAD/NIVR mapping of AMR One Health surveillance at the national level in Viet Nam?
- What is the status of legal regulations and enforcement on antibiotic use in the agriculture sector in the province?
- What are the key AMR risks identified in the province?
- What are key recommendations for strengthening antibiotic stewardship and addressing AMR through policies, resources and actions at all levels in Viet Nam based on the lessons from this province?

E. One Health and the Environmental Sector

The OHSP, 2016-2020 notes the important role of environmental factors in the emergence, circulation, amplification and spillover of diseases between wild animals and livestock and into humans, and calls for research, strengthened policies and legislation, and related efforts to enhance understanding on environmental aspects of One Health and the role of the environmental sector in overall One Health efforts. The OHSP also notes the need to address the risk of environmental contamination with antibiotics.

The report will identify key environmental health aspects of One Health, and the role of the environmental sector from provincial to commune levels, across the seven focal areas in the OHSP. Key questions to be answered include:

- What are the key inter-sectoral coordination mechanisms at provincial, district and commune levels, and how is the environment sector involved in these coordination mechanisms at all levels within the province related to One Health?
- What are the key specific environmental health aspects of the seven focus areas of the OHSP? What are the key environmental drivers of disease in the province? How do environmental health factors contribute to driving, exacerbating, reducing or mitigating zoonotic disease risks and antimicrobial resistance in the province?
- Which specific agencies are currently involved in addressing environmental health aspects of the seven focus areas of the OHSP? What legal and policy frameworks are currently in place to support this?
- What are the roles and perceptions on the existing and needed roles, contributions, legal and policy framework, awareness, human resources and institutional capacity of the environmental sector in relation to One Health, amongst key stakeholders at different levels in the province, including:
 - Government leaders and officers of sectoral agencies at provincial, district and local levels;
 - Private sector representatives from related sectors (e.g. enterprises in livestock and wildlife farming and trading value chains, drug suppliers, healthcare suppliers and providers, etc.);
 - Representatives from social organizations/civil society;
 - Village heads and households, for example in communities involved in livestock/wildlife farming and trading value chains. Stakeholders in these communities will be further disaggregated by specific livelihoods, gender, economic status, ethnicity, and other relevant aspects.
- What are the key recommendations for strengthening the concrete involvement of the environmental sector in One Health coordination, policies, laws and regulations, understanding, practices, and specific interventions across the seven OHSP focus areas at the provincial, district,

commune and community levels.

This term of reference is for recruiting a Firm to the study in Bac Giang. The Firm will undertake the design of the detailed contents and methodology of the study, collection and desk review of related reports, preparing and testing questionnaires and survey tools for data collection, conducting the field studies, preparation of the draft report, presentation of findings, and completion and submission of the final study report.

2. OBJECTIVE OF THE ASSIGNMENT

The objective of the assignment is to prepare a study on One Health in Bac Giang province, covering the following topics:

1. *Provincial profile*
2. *Case study on canine rabies prevention and control, and recommendations to ensure achievement of the targets in the National Rabies Strategy 2017-2021 from provincial to local levels.*
3. *Case study on human rabies prevention, and recommendations to ensure achievement of the targets in the National Rabies Strategy 2017-2021 from provincial to local levels.*
4. *Case study on a One Health approach to Antimicrobial Resistance, and recommendations to strengthen this from provincial to local levels.*
5. *Case study on the role of the environmental sector in One Health, and recommendations to strengthen the involvement of the environmental sector in One Health from provincial to local levels.*

The report will propose recommendations for strengthening One Health capacity and implementation from the provincial to local levels, incorporating the results of desk review of available materials as well as fieldwork undertaken directly in Bac Giang province, and addressing comments from provincial, national and international stakeholders.

3. SCOPE OF WORK

The following are the key tasks expected of the selected Firm under this assignment:

1. Based on the initial consultations, prepare an inception report and detailed work plan for the preparation of the study, including the design of the proposed detailed study contents and methodology. The plan should be tailored to the specific study location and should be sent to the SCOH2 project and UNDP for review. Once finalized, it should be sent to Bac Giang province well in advance of the field work.
2. Carry out the collection and desk review of related information and studies, including meetings and follow up with related national and international organizations, projects and programme in Hanoi to collect information and documents.
3. Prepare and test the interview and survey tools and questionnaires. Revise the tools based on test results and comments from the SCOH2 project and UNDP.
4. Carry out the study activities in the field, which are expected to include:
 - a. Structured interviews and questionnaires with relevant officials at the provincial, district and commune levels (selected districts and communes).
 - b. Structured interviews and questionnaires with relevant representatives of the private sector at the provincial, district and commune levels (selected districts and communes).
 - c. Structured interviews and questionnaires with relevant representatives of mass organizations, associations and civil society organizations at the provincial, district and commune levels (selected districts and communes)
 - d. Structured interviews and focus group discussions with selected community leaders and households in the selected communes, including households selected to reflect the disaggregation of data by gender, livelihoods, ethnicity, economic status, and/or other

relevant factors.

- e. Collection and review of relevant legal, policy, training, and other documents at all levels.
5. Collate and analyze the qualitative and quantitative data collected during the desk review and field work.
6. Present the draft study findings to a workshop of key stakeholders. This workshop will be organized by the SCOH2 project, either in Hanoi or the study province.
7. Taking into account feedback from the Project and related stakeholders both directly and at the workshop, prepare the full draft report.
8. Taking into account feedback from the Project and related stakeholders, prepare the final report.

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

The duration of the assignment is from 15 October 2018 to 15 March 2019.

An indicative identification of anticipated National team members is as follows:

- An One Health expert and overall Team Leader/Coordinator for the study
- A Canine rabies expert
- A Human rabies expert
- A Health systems expert (human rabies)
- A Social research expert or experts
- An AMR & human health expert
- An AMR & animal health expert
- An AMR & environmental health expert
- An Environmental health expert
- An Institutional Assessment expert (environmental health)

This service is home-based, in Hanoi with site visits to Bac Giang province, and some visits to the SCOH2 Office, MARD, UNDP office or other locations within Hanoi which will be agreed upon in advance.

The bidder must include health insurance and travel costs including travel to the field locations in their financial proposal.

5. FINAL PRODUCTS

The contracted Firm is responsible for the following outputs, to be delivered in English and Vietnamese.

- An inception report detailing the approach, methodology and work-plan in implementing the study.
- List of proposed specific study locations (districts/communes) with a clear rationale.
- Survey and interview questions, checklists and other tools for implementing the field research for the study.
- A study report, with recommendations based on the study findings.
- Excel spreadsheets containing data and analysis of the results from the field work.
- Relevant supporting documents for the study, including list of workshop participants, introduction letters, copies of presentations, etc. and written notes and comments of consultation meetings and consultations with the project, the consultation workshop, and meetings with study stakeholders; photos taken and data collected during the site visits.
- List of references, outlining information collected and analyzed during the desk review and field work.

6. TENTATIVE IMPLEMENTATION PLAN:

The contracted Firm will be expected to undertake the following tasks and deliver the required outputs (in English and Vietnamese) as specified. Below is the suggested timeline for key outputs.

| Task Assigned/Output | Deadline |
|--|------------------|
| 1. Inception report and detailed work plan, including design of the proposed detailed study contents and methodology | 15 October 2018 |
| 2. Collection and desk review of related information and studies | 20 October 2018 |
| 3. Prepare, test and finalize the interview and survey tools and questionnaires for each case study | 25 October 2018 |
| 4. Carry out the case study activities in the field | 30 October 2018 |
| 5. Collate and analyze the qualitative and quantitative data | 30 November 2018 |
| 6. Presentation of draft study findings for each case study | 20 December 2018 |
| 7. A full draft report | 20 January 2019 |
| 8. A final report | 20 February 2019 |
| 9. Final revisions and clearance | 15 March 2019 |

7. PROVISION OF MONITORING AND PROGRESS CONTROL

- The designated representative of the contracted Firm will work closely with and taking the guidance of the SCOH2 PMU (OHP Secretariat), including overall reporting to the NPD and day-to-day reporting to the Secretariat Manager.
- The contracted Firm will respond timely (within 24 hours, preferably) to technical requirements and other communications from the NPD and the Secretariat Manager.
- The deliverables shall be submitted to the SCOH2 PMU (OHP Secretariat) for review and approval. All deliverables are subject to technical clearance and approval from the NPD, the International Partnership Advisor, and the UNDP Programme Officer for the SCOH2 project.

8. QUALIFICATION AND WORK EXPERIENCE

The contracted Firm should have extensive experience in conducting field studies in relevant areas in Viet Nam. The contracted Firm shall make available the study team with the following requirements:

- The One Health expert and overall Team Leader/Coordinator for the study should have at least a Master's Degree in an area relevant to One Health (human health, animal health, environmental health, or other relevant fields), and at least 10 years of relevant experience, including experience coordinating teams of researchers. The academic requirements can be lowered/waived if possessing greater experience in this area.
- The experts on canine rabies, human rabies, AMR and environmental health should have at least a Master's Degree in a relevant area and at least 8 years of experience relevant to the focus area of the study
- Other team members should have a Degree (Masters preferred) in a relevant area and at least 5 years of experience relevant to their contribution to the study
- The firm should have at least 5 years of recent experience in field studies in relevant sectors.
- The team members should have a minimum of 5 years and the team leader at least 10 years of direct experience in field studies related to One Health.
- All team members should have strong analytical skills.
- The team as a whole should have strong communication and writing skills in English and Vietnamese.
- Flexibility to operate in various cultural settings and with a variety of stakeholders.

9. QUALITY REVIEW AND PAYMENT TERMS

Payments are based upon output, i.e. upon delivery of the services specified in the TOR. The firm shall receive payment in installments from UNDP as follows:

- First payment of 10% of the contract value will be paid upon submission and acceptance of the inception report and list of recommended study locations;
- Second payment of 20% of the contract value will be paid upon submission and acceptance of the study tools (survey and interview questionnaires);
- Third payment of 40% of the contract value will be paid upon submission and acceptance of the preliminary findings and the draft report;
- Last payment of 30% will be paid upon submission and approval of all products under the contract.

10. ADMINISTRATIVE SUPPORT AND REFERENCE DOCUMENTS

Administrative support will be provided by the OHP Secretariat in its capacity as the PMU for the SCOH2 Project. Copies of relevant documents and reports will be made available to the contracted Firm upon commencement of the assignment. The PMU will facilitate logistical arrangements for meetings with key stakeholders in Hanoi, and for the arrangement of the workshop to present the preliminary study findings. The PMU will support the provision of official letters to key stakeholders at the provincial level to request their agreement and support to the study and the visits to the field locations.

11. ASSIGNED CONSULTANTS PRESENCE REQUIRED ON DUTY STATION

☐ NONE ☐ PARTIAL ☒ INTERMITTENT ☐ FULL-TIME

FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL¹²

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹³)

[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

¹² This serves as a guide to the Service Provider in preparing the Proposal.

¹³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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.

(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 PROPOSAL¹⁴

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹⁵)

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 | | | | |

¹⁴ This serves as a guide to the Service Provider in preparing the Proposal.

¹⁵ 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: 07 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 **Friday, September 28, 2018** (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 supporting documents | | | |
| 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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