



**REQUEST FOR PROPOSAL (RFP)**  
From firms/institutes/organizations in Vietnam

Dear Sir / Madam:

We kindly request you to submit your Proposal to provide **Mangrove Soil Assessment for GCF project**

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, May 24, 2019** (Hanoi time) by the following methods:

|  |  |
|--|--|
| <p><b><u>By email: For green environment, this is preferred submission method</u></b></p> <p>E-mail address for proposal submission:<br/><a href="mailto:nguyen.thuy.nga@undp.org">nguyen.thuy.nga@undp.org</a></p> <p><i>Separate emails</i> for technical and financial proposals.</p> <p><b>With subject:</b> (Ref. RFP-N-190504) RFP for A National firm to provide Mangrove Soil Assessment for GCF project (<i>Email ... of ... emails</i>)</p> <p>Maximum size per email: <b>30 MB</b>. Bidders can split proposal into several emails if the file size is large)</p> | <p><b><u>By hard copy: (within working hours 8.00 am - 5.00 pm Monday - Friday only)</u></b></p> <p>Address for proposal submission:</p> <p>Procurement Unit<br/>UNDP Vietnam<br/>304 Kim Ma Street, Hanoi, Vietnam</p> <p><b>With envelop subject:</b> (Ref. RFP-N-190504) RFP for r A National firm to provide Mangrove Soil Assessment for GCF project</p> <p>When submitting hard copy proposals, please submit <b><i>1 original + 1 copy + CD ROM</i></b> containing all contents corresponding to hardcopy in PDF format.</p> <p>One of the following staff can be called to receive hard copy proposals:</p> <ol style="list-style-type: none"><li>1. Ms. Nguyen Thuy Nga, Procurement Executive<br/>Tel: +84-24-38501831</li><li>2. Ms. Quach Thuy Ha, Procurement Assistant<br/>Tel: +84-24-38500143</li></ol> <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](mailto: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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

## DESCRIPTION OF REQUIREMENTS

|   |   |
|---|---|
| Context of the Requirement  | Please see information in the TOR (Annex 1)   |
| Implementing Partner of UNDP  | Please see information in the TOR (Annex 1)   |
| Brief Description of the Required Services  | <b>Mangrove Soil Assessment for GCF project</b>   |
| 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                          | UNDP International Technical Advisor and UNDP Programme Management Specialist GCF   |
| Frequency of Reporting  | Please refer to the TOR   |
| Progress Reporting Requirements   | Please refer to the TOR   |
| Location of work  | <input checked="" type="checkbox"/> At Contractor's Location with travels to GCF provinces  |
| Expected duration of work   | June 2019 to 15 December 2019   |
| Target start date   | 07 June 2019  |
| Latest completion date  | 15 December 2019  |
| Travels Expected  | As per TOR  |
| Special Security Requirements   | <input type="checkbox"/> Security Clearance from UN prior to travelling<br><input type="checkbox"/> Completion of UN's Basic and Advanced Security Training<br><input type="checkbox"/> Comprehensive Travel Insurance<br><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<br><input type="checkbox"/> Land Transportation<br><input type="checkbox"/> Others <i>[pls. specify]</i>   |
| Implementation Schedule indicating breakdown and timing of activities/sub-activities      | <input checked="" type="checkbox"/> Required<br><input type="checkbox"/> Not Required   |
| Names and curriculum vitae of individuals who will be involved in completing the services | <input checked="" type="checkbox"/> Required<br><input type="checkbox"/> Not Required   |
| Currency of Proposal  | <input type="checkbox"/> United States Dollars<br><input type="checkbox"/> Euro<br><input checked="" type="checkbox"/> Vietnamese Dong<br>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<br><input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes   |
| Validity Period of Proposals ( <i>Counting for the last day of submission of quotes</i> ) | <input type="checkbox"/> 60 days<br><input type="checkbox"/> 90 days<br><input checked="" type="checkbox"/> 120 days<br><br>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.<br>Condition for Payment Release:<br>Within thirty (30) days from the date of meeting the following conditions:<br>a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and<br>b) Receipt of invoice from the Service Provider.   |
| Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment | <b>UNDP Program Management Specialist - GCF project</b>  |
| Type of Contract to be Signed   | <input type="checkbox"/> Purchase Order<br><input type="checkbox"/> Institutional Contract<br><input checked="" type="checkbox"/> Contract for Professional Services<br><input type="checkbox"/> Long-Term Agreement <sup>1</sup> ( <i>if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.</i> )<br><input type="checkbox"/> Other Type of Contract [ <i>pls. specify</i> ]   |
| Criteria for Contract Award   | <input type="checkbox"/> Lowest Price Quote among technically responsive offers<br><input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)<br><input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.       |
| Criteria for the Assessment of Proposal   | Proposal shall be considered technically qualified if it meets specification requirements for equipment and achieves minimum 70% of total obtainable technical points.<br><br><b>Weight of technical and financial point:</b><br><br><b><u>Technical Proposal (70%)</u></b><br><br><b><u>Financial Proposal (30%)</u></b><br>Financial score will be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.<br><br>See detailed evaluation criteria in the below table. |
| UNDP will award the contract to:  | <input checked="" type="checkbox"/> One and only one Service Provider<br><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)<br><input checked="" type="checkbox"/> Forms for Submission of Proposal (Annex 2)<br><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <sup>2</sup><br><input checked="" type="checkbox"/> <a href="#">General Terms and Conditions de minimis</a> (for contract below US\$ 50k) or <a href="#">General Terms and Conditions</a> (for contract above US\$ 50k) (Annex 4)                                      |
| <b>Pre-proposal meeting</b>   | No   |
| Contact Person for Inquiries  | Ms. Nguyen Thuy Nga<br>Procurement Executive, UNDP Vietnam<br>Email: <a href="mailto:nguyen.thuy.nga@undp.org">nguyen.thuy.nga@undp.org</a>  |

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

<sup>2</sup> 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.

|                                       |  |
|---------------------------------------|--|
| (Written inquiries only) <sup>3</sup> | 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.   |
| Other information                     | Bidders are responsible for checking the UNDP website: <a href="http://www.vn.undp.org/content/vietnam/en/home/operations/procurement/procurement_notices.html">http://www.vn.undp.org/content/vietnam/en/home/operations/procurement/procurement_notices.html</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 |

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<sup>3</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.

**EVALUATION CRITERIA:**

| #             | Evaluation criteria   | Max. points  |
|---------------|---|--------------|
| <b>Form 1</b> | <b>Qualifications of the Service Provider</b>   | <b>300</b>   |
| 1.1           | Profile – describing the nature of business, field of expertise, licenses, certifications/ accreditations (if any).               | 100          |
| 1.2           | At least 10 years’ experience in soil analysis techniques, both field and laboratory based.                                       | 100          |
| 1.3           | Have access to GIS equipment and have experience in using GIS-databases.  | 50           |
| 1.4           | Experience working with the MARD system and decision-making processes on forest development and management would be an advantage. | 50           |
| <b>Form 2</b> | <b>Proposed Methodology for the Completion of Services</b>  | <b>300</b>   |
| 2.1           | Detailed plan for site inspection and assessment.   | 150          |
| 2.2           | Detailed plan for soil sample collection and analysis in the five provinces   | 150          |
| <b>Form 3</b> | <b>Qualifications of Key Personnel: A team with at least 03 positions to be assigned to implement the tasks</b>                   |              |
| <b>3.1</b>    | <b>Team leader</b>  | <b>250</b>   |
| 3.1.1         | Postgraduate degree (M.S or PhD) in environmental science, preferably with a specialization in soil science.                      | 100          |
| 3.1.2         | At least 5 years’ experience in soil physical and chemical analysis techniques as well as data analysis and interpretation.       | 100          |
| 3.1.3         | Proven analytical experience and report writing skills (two report writing samples to be included in the technical proposal)      | 50           |
| <b>3.2</b>    | <b>Team members</b>   | <b>150</b>   |
| 3.2.1         | Bachelor’s degree (BSc) in environmental sciences, preferably with experience in soil sciences.                                   | 50           |
| 3.2.2         | At least 3 years’ experience collecting soil physical and chemical data in the field using a number of sampling techniques.       | 50           |
| 3.2.3         | At least 2 years’ experience working in Viet Nam coastal areas with regards to environmental assessment and management.           | 50           |
| <b>Total</b>  |   | <b>1,000</b> |



Empowered lives.  
Resilient nations.

## Annex 1

### TERMS OF REFERENCE

#### *A national firm to conduct mangrove soil assessment for GCF project*

#### 1) GENERAL BACKGROUND

Viet Nam is among the countries most vulnerable to climate change. The Government of Viet Nam has made significant efforts in responding to climate change, including adoption of the National Climate Change Strategy and action plan, the Green Growth Strategy and implementation plan, legal frameworks and policies on disaster risk reduction. The country made the first unconditional commitment to reducing greenhouse emissions, setting a target of 8% by 2030, or 25% with international support, compared to business-as-usual, in its Nationally Determined Contribution submitted to the UNFCCC.

UNDP is collaborating with the Ministry of Agriculture and Rural Development (MARD), Ministry of Construction (MOC), Ministry of Planning and Investment (MPI, as the National Designated Authority), and seven participating provinces of Thanh Hóa, Thừa Thiên Huế, Quảng Ngãi, Quảng Bình, Quảng Nam, Cà Mau và Nam Định, to implement a project “Improving the resilience of vulnerable coastal communities to climate change related impacts in Viet Nam” from 2017–2022, financed by the Green Climate Fund (GCF).

The proposed GCF project seeks to scale up interventions that are already tested to increase the resilience of vulnerable coastal communities. Building on ongoing social protection programmes related to housing for the poor and marginalized, the project will incorporate storm and flood resilient design features in new houses benefiting 20,000 poor and highly disaster-exposed people. As part of an integrated response to managing flood risks, 4,000 ha of mangroves will be rehabilitated and/or planted to function not only as storm surge buffers, but also to provide ecosystem resources that can support coastal livelihoods. Moreover, to support and sustain both the impact of this project as well as future requisite government policy adjustments that strengthen the resilience of coastal and other communities, resources will be used to systematize climate and economic risk assessments for private and public sector application in all 28 coastal provinces of Viet Nam.

The objective of the project is to improve the resilience of vulnerable coastal communities to climate change related impacts in Viet Nam. Specifically, the project has three outcomes:

- 1) **Storm and flood resilient design features added to 4,000 new houses on safe sites, benefiting 20,000 poor and highly disaster exposed people in 100 communes;**
- 2) **Regeneration of 4,000 hectares of coastal mangrove storm surge buffer zones; and**
- 3) **Increased access to enhanced climate and loss and damage data for private and public sector application in all 28 coastal provinces of Viet Nam.**

Under the project Outcome 2, UNDP is currently supporting MARD to mobilize an eligible firm to conduct technical soil assessments to inform on mangrove regeneration activities.

#### 2) OBJECTIVES OF THE ASSIGNMENT

This TOR requests for an **eligible Vietnamese firm** to conduct soil assessments of planned mangrove planting and regeneration sites as well as participating shrimp-based aquaculture facilities in the five provinces Nam Định, Thanh Hóa, Quảng Nam, Quảng Ngãi and Cà Mau. The estimated area to be planted and regenerated with mangrove forests in those provinces in 2019 is approximately 1,380 ha. The objectives of this assignment include:

- *Assess the risk of encountering hazardous acidic sulfate soils (ASS) below planned mangrove planting sites and within aquaculture facilities with planned embankment construction activities before the commencement of any excavations;*
- *Measure and analyses soil nutrients within soils of selected planned mangrove planting sites and existing mangrove areas to detect risks of nutrient deficiency or over-enrichment;*
- *Assess and monitor the sediment load of completed aquaculture facilities into surrounding existing or planned mangrove areas and*
- *Provide a report on all findings and give recommendations on mitigating any detected risks relating to ASS, nutrients or sediment loads.*

### 3) SCOPE OF WORK

The following soil assessment tasks will be implemented under the overall supervision of VNFOREST and UNDP International experts and in close collaboration and support by the PPMU of Nam Định, Thanh Hóa, Quảng Nam, Quảng Ngãi and Cà Mau province and local experts.

- Conduct an assessment for ASS based on guidelines from the Government of Western Australia Department of Environmental Regulation. All assessments should be done before any large excavation or movement of soil begins. The assessment should include:
  - A desktop assessment and site inspection of all sites, including: i) a site description compiled of aerial or photographic maps of the sites; ii) a review of geomorphic and geological maps to determine where ASS is expected to occur; and iii) a visual assessment of the sites. The site inspection should include photographs of the sites as well as adjacent natural mangroves for comparison, where applicable. These photographs should also be used as a time series to compare sedimentation or erosion of restored sites throughout the project period.
  - Soil sample collection to test for ASS and salinity on all proposed aquaculture facilities and mangrove restoration sites. The soil collection should ideally occur before mangrove planting or embankment construction, but if these activities have already begun, samples should still be taken at these sites. For every 100 ha, 25 ha should be selected to sample, with one soil sample taken from the centre of each sampled ha. Site selection for sampling should be based on desktop site inspections and ASS risk assessments using geomorphic and geological data to determine where ASS soils are most likely to occur. Additionally, two samples are to be taken from each aquaculture facility; one from the centre of the proposed/existing channel and one from the centre of the proposed/existing embankment. Each sample consists of one soil core taken to 1 m depth and divided into four sections. For each section of sample core, pH and salinity should be measured using standard field meters and potential ASS soils tested for using a 30% hydrogen peroxide test (see Annex 1).
  - If evidence of ASS is detected at any site, further testing should be focused in that locality to determine the extent of the potential or active ASS layer. Ten additional samples should be taken from each affected hectare of proposed restoration site, and five samples each from the channels and embankments of an affected aquaculture facility. If ASS is found to be extensive in an area, preventative measures should be considered as outline in the project's Erosion Control Sediment Plan.
- Collect samples for nutrient analysis from proposed mangrove restoration sites to test for nutrient deficiency or excess nutrient enrichment. The soil collection should ideally occur before mangrove planting or embankment construction, but if these activities have already begun samples should still be taken at these sites. One sample should be taken for every 10 ha of restoration site across the provinces, analyzing for N, P, Cu, Fe, Zn and Mn (see Annex 1). Samples should be taken at a depth of 0–20 cm. Comparative samples should be taken from adjacent natural mangrove habitats, where applicable.
- Conduct an assessment of sediment load released from all aquaculture facilities after embankment construction. To minimize the sediment load into surrounding mangrove habitats, aquaculture facilities with constructed embankments are expected to follow protocols including the slow release of water from shrimp ponds once a week. This protocol includes releasing water from the shrimp ponds weekly at a slow rate (~1.67 m<sup>3</sup>). In order to ensure that these protocols are being followed, total dissolved solids should be analysed using the filtration method from the outflows of all aquaculture farms (see Annex 1). This should be done at least once a month during the weekly release of water from the shrimp ponds.



Comparative samples should be collected from adjacent natural mangrove forests or restored mangrove sites, where applicable.

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

The total duration of the work is 140 days from June to November 2019. The contractor's assigned consultants are home-based with frequent communication to the project team and International expert via face-to-face meetings and email or skype calling and expected to travel at least **one trip** to each province of Nam Định, Thanh Hóa, Quảng Nam, Quảng Ngãi and Cà Mau.

#### 5) FINAL PRODUCTS

- An inception report and workplan to implement the assignment reviewed by International Consultant and agreed by UNDP and VNFOREST - **output 1**
- Site descriptions and maps of all sampled sites, including a desktop review of potential ASS sites based on geomorphic and geological data - **output 2**
- Final report of nutrient, ASS, pH and salinity soil analyses. Areas which demonstrate adverse conditions for mangrove survival or present a risk of acidic poisoning in the surrounding environment through the exposure of ASS should be highlighted. This report will be technical reviewed by International Consultant and agreed by UNDP and VNFOREST. See Annex 2 for report outline - **output 3**
- Final report on sediment load analysis from the outflow of participating aquaculture facilities with completed embankment constructions. This report will be technical reviewed by International Consultant and agreed by UNDP and VNFOREST. See Annex 2 for report outline - **output 4;**

#### 6) PROVISION OF MONITORING AND PROGRESS CONTROLS

The firm will report to and UNDP Programme Management Specialist and working closely under the supervision of UNDP International Technical Specialist to deliver the results with indicative timeline as indicated above. The contractor's assigned consultants are required to coordinate with experts from MARD and MOC (as applicable) who are in charge of the project, particularly with the Viet Nam Forest Directorate in MARD.

The firm is expected to produce the following deliverables:

| # | Deliverables/ Outputs   | Targe due dates                |
|---|---|--------------------------------|
| 1 | An inception report and workplan to implement the assignment reviewed by International Consultant and agreed by UNDP and VNFOREST - <b>output 1</b>   | 10 days after contract signing |
| 2 | Site descriptions and maps of all sampled sites, including a desktop review of potential ASS sites based on geomorphic and geological data - <b>output 2</b>  | 28 June 2019                   |
| 3 | Final report of nutrient, ASS, pH and salinity soil analyses. Areas which demonstrate adverse conditions for mangrove survival or present a risk of acidic poisoning in the surrounding environment through the exposure of ASS should be highlighted. This report will be technical reviewed by International Consultant and agreed by UNDP and VNFOREST. See Annex 2 for report outline - <b>output 3</b> | 15 September 2019              |
| 4 | Final report on sediment load analysis from the outflow of participating aquaculture facilities with completed embankment constructions. This report will be technical reviewed by International Consultant and agreed by UNDP and VNFOREST. See Annex 2 for report outline - <b>output 4;</b>  | 15 December 2019               |

## 7) DEGREE OF EXPERTISE AND QUALIFICATIONS

### **General requirements for the firm:**

- At least 10 years' experience in soil analysis techniques, both field and laboratory based;
- Have access to GIS equipment and have experience in using GIS-databases. Some experience in developing site maps and performing desktop ASS risk assessments would be an advantage.
- Have implemented or participated in at least 7 projects involving coastal environmental assessments within Viet Nam.
- Experience working with the MARD system and decision-making processes on forest development and management would be an advantage.

### **National Team Leader**

Postgraduate degree (M.S or PhD) in environmental science, preferably with a specialization in soil science.

- Substantial relevant experience (5 years) in soil physical and chemical analysis techniques as well as data analysis and interpretation.
- Some experience in using GIS-tools and databases. Some experience in developing site maps and performing desktop ASS risk assessments would be an advantage.
- At least 5 years' experience working in Viet Nam coastal areas with regards to environmental assessment and management. Some experience on Mangrove-forestry livelihood development activities will be an advantage;
- Proven analytical experience and report writing skills.
- Flexibility and ability to operate in different cultural settings and environmental conditions.

### **National Team Member**

- Bachelor's degree (BSc) in environmental sciences, preferably with experience in soil sciences.
- Relevant experience (minimum 3 years) collecting soil physical and chemical data in the field using a number of sampling techniques.
- At least 2 years' experience working in Viet Nam coastal areas with regards to environmental assessment and management.
- Ability and willingness to work long hours in the field under different environmental conditions.
- Solid analytical experience and report writing skills.

## 8) ADMIN SUPPORT AND REFERENCE DOCUMENTS

The firm is expected to arrange their own administrative support for the field work. MARD/UNDP will provide necessary facilitation and communication to the provinces during the soil assessment plan.

At the provincial level, DARD and PPMU will provide administrative support to the field assessment and consultation.

## 9) REVIEW TIME REQUIRED AND PAYMENT TERM

UNDP will authorize payments upon review and approval as of the following outputs.

Specify payment milestones is detailed as below:

| <b>Activities and Outputs</b>                     | <b>Amount (% of contract)</b> |
|---|-------------------------------|
| Completion of Deliverable 1 accepted by UNDP      | 50%                           |
| Completion of Deliverables 2 & 3 accepted by UNDP | 30%                           |

|  |     |
|--|-----|
| Completion of Deliverable 4 accepted by UNDP | 20% |
|--|-----|

**10) CONSULTANT PRESENCE REQUIRED ON DUTY STATION/UNDP PREMISES**

NONE

PARTIAL

INTERMITTENT

FULL-TIME

## Annex 1. Minimum requirements for technical specification

| Item  |
|---|
| <b>ASS, pH and salinity analysis</b><br>Spades<br>Hand corer<br>Hydrogen pyroxide<br>Sample bags<br>pH meter<br>Conductivity/salinity meter |
| <b>Nutrient analysis</b><br>N<br>P<br>Cu<br>Fe<br>Zn<br>Mn  |
| <b>Sedimentation analysis</b><br>1.5um filter paper   |

## Annex 2. Outline for nutrient, ASS, pH, salinity and sediment analysis final reports.

| Report  | Outline  |
|---|--|
| <b>Nutrient, ASS, pH and salinity analysis report</b>     | Introduction, explaining background, scope and objective of the assessment.  |
|   | Methods, summarizing the sampling approach and techniques used for each analysis.  |
|   | Site description, including a map of sites analyzed and major findings for the desktop ASS risk assessment.  |
|   | Results, summarizing major findings and highlighting any sites which display nutrient, pH or salinity levels which may negatively affect mangrove health as well as any sites with PASS or ASS soils which may pollute the mangroves or surrounding environment. |
|   | Recommendations, suggesting mitigation measures and future courses of action in response to any negative soil conditions.  |
| <b>Aquaculture facility sedimentation analysis report</b> | Introduction, explaining background, scope and objective of the assessment.  |
|   | Methods, summarizing the sampling approach and techniques used for the analysis.   |
|   | Site description, including a map of sites analyzed.   |
|   | Results, summarizing major findings and highlighting any farms which are releasing inappropriately high levels of sediment.  |
|   | Recommendations, suggesting mitigation measures and future courses of action in response to any negative sedimentation loads.  |

FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL<sup>4</sup>*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>5</sup>)*

[insert: Location].

[insert: Date]

To: Procurement Unit - UNDP Vietnam

Dear Sir/Madam:

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

**A. Qualifications of the Service Provider**

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

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

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

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

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

**B. Proposed Methodology for the Completion of Services**

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

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

<sup>4</sup> This serves as a guide to the Service Provider in preparing the Proposal.

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

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 PROPOSAL<sup>6</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>7</sup>)*

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\*

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

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

| Description of Activity           | Remuneration<br>per Unit of<br>Time | Total Period of<br>Engagement | No. of<br>Personnel | Total Rate |
|-----------------------------------|-------------------------------------|-------------------------------|---------------------|------------|
| <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                    |                                     |                               |                     |            |
| <b>II. Out of Pocket Expenses</b> |                                     |                               |                     |            |
| 1. Travel Costs                   |                                     |                               |                     |            |
| 2. Daily Allowance                |                                     |                               |                     |            |
| 3. Communications                 |                                     |                               |                     |            |
| 4. Reproduction                   |                                     |                               |                     |            |
| 5. Equipment Lease                |                                     |                               |                     |            |
| 6. Others                         |                                     |                               |                     |            |

<sup>6</sup> This serves as a guide to the Service Provider in preparing the Proposal.

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

|                                 |  |  |  |  |
|---------------------------------|--|--|--|--|
| <b>III. Other Related Costs</b> |  |  |  |  |
| <b>Applicable taxes</b>         |  |  |  |  |

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

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



## CHECK LIST OF DOCUMENTS SUBMITTED BY BIDDERS

**Note:**

- Bidders are required to review carefully this checklist before submitting proposal to ensure complete submission.
- Maximum email size: 30 MB/email. Bidders can split proposal into several emails if the file size is large
- Technical and Financial Proposals are to be submitted in separate envelop/email by **Friday, May 24, 2019** (Hanoi time).
- Email and proposal should indicate clearly the name of tender.

| Item | Documents   | To be completed by bidders |                 |         |
|------|---|----------------------------|-----------------|---------|
|      |   | Doc submitted<br>Y/N       | Number of pages | Remarks |
| 1    | Fully filled Technical proposal submission form   |                            |                 |         |
| 2    | Company profile   |                            |                 |         |
| 3    | Business license  |                            |                 |         |
| 4    | Track record  |                            |                 |         |
| 5    | Certificates and Accreditation  |                            |                 |         |
| 6    | Written Self-Declaration  |                            |                 |         |
| 7    | CVs of team compositin  |                            |                 |         |
| 8    | Dully signed Price Schedule (pls. Refer to template in Annex 2-b)   |                            |                 |         |
| 9    | This duly filled, checked, certified submission checklist to be attached to the submission  |                            |                 |         |
| 10   | Send email (without attachment) to <a href="mailto:procurement.vn@undp.org">procurement.vn@undp.org</a> 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)

- Please find below link to the General Terms and Conditions:

[http://www.vn.undp.org/content/dam/vietnam/docs/Legalframework/2.%20UNDP%20GTCs%20for%20Contracts%20\(Goods%20and-or%20Services\)%20-%20Sept%202017.pdf](http://www.vn.undp.org/content/dam/vietnam/docs/Legalframework/2.%20UNDP%20GTCs%20for%20Contracts%20(Goods%20and-or%20Services)%20-%20Sept%202017.pdf)

[http://www.vn.undp.org/content/dam/vietnam/docs/Legalframework/3.%20UNDP%20GTCs%20for%20de%20minimis%20Contracts%20\(Services%20only\)%20-%20Sept%202017.pdf](http://www.vn.undp.org/content/dam/vietnam/docs/Legalframework/3.%20UNDP%20GTCs%20for%20de%20minimis%20Contracts%20(Services%20only)%20-%20Sept%202017.pdf)