



REQUEST FOR PROPOSAL (RFP)

From firms/institutes/organizations in Vietnam

Dear Sir / Madam:

We kindly request you to submit your Proposal for **A national consultancy firm for Study on legal knowledge and legal needs and Capacity assessment of legal communicators and disseminators in six provinces of Viet Nam (Ref. 2-190504).**

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 **Tuesday, June 04, 2019** (Hanoi time) by the following methods:

Deleted: Friday, May 31, 2019

By email: <u>For green environment, this is preferred submission method</u> E-mail address for proposal submission: luu.ngoc.diep@undp.org <u>Separate emails</u> for technical and financial proposals. With subject: (Ref. 2-190504) RFP for Study on legal knowledge and legal needs and Capacity assessment of legal communicators and disseminators in six provinces of Viet Nam (<i>Email ... of ... emails</i>) Maximum size per email: 30 MB . Bidders can split proposal into several emails if the file size is large)	By hard copy: <u>(within working hours 8.00 am - 5.00 pm Monday - Friday only)</u> Address for proposal submission: Procurement Unit UNDP Vietnam 304 Kim Ma Street, Hanoi, Vietnam With envelop subject: (Ref. 2-190504) RFP for Study on legal knowledge and legal needs and Capacity assessment of legal communicators and disseminators in six provinces of Viet Nam When submitting hard copy proposals, please submit <i>1 original + 3 copies + CD ROM/USB</i> containing all contents corresponding to hardcopy in PDF format. One of the following staff can be called to receive hard copy proposals: 1. Ms. Luu Ngoc Diep, Procurement Associate Tel: +84-24-38500200 2. Ms. Quach Thuy Ha, Procurement Assistant Tel: +84-24-38500143 The bidder is requested to sign a bid submission form when delivering proposal.
---	---

Deleted: A national consultancy firm for

Deleted: A national consultancy firm for

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
5/17/2019

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	A national consultancy firm for Study on legal knowledge and legal needs and Capacity assessment of legal communicators and disseminators in six provinces of 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	Department of Dissemination and Education of Ministry of Justice and UNDP Viet Nam
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 6 provinces: Ha Giang, Hoa Binh, Thanh Hoa, Dak Nong, Kien Giang and Dong Thap <input type="checkbox"/> At Contractor's Location
Expected duration of work	June 2019 to <u>September 2019</u>
Target start date	June 2019
Latest completion date	<u>30 September 2019</u>
Travels Expected	As per TOR
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others <i>[pls. specify]</i>
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> VND For the purposes of comparison of all Proposals: UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the proposal submission deadline.
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days

Deleted: August

Deleted: 1

Deleted: August

	In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted
Payment Terms	As indicated in the TOR. Condition for Payment Release: Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment	UNDP Programme Analyst
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 (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) <input type="checkbox"/> Other Type of Contract [pls. specify]
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	Proposal shall be considered technically qualified if it meets specification requirements for equipment and achieves minimum 70% of total obtainable technical points. Weight of technical and financial point: <u>Technical Proposal (70%)</u> <u>Financial Proposal (30%)</u> Financial score will be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP. See detailed evaluation criteria in the below table.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors:
Annexes to this RFP	<input checked="" type="checkbox"/> Detailed TOR (Annex 1) <input checked="" type="checkbox"/> Forms for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ²

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

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

	<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: 10.00 am Date: Thursday, May 23, 2019 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>
Other information	<p>Bidders are responsible for checking the UNDP website: http://www.vn.undp.org/content/vietnam/en/home/operations/procurement/procurement_notices.html for any addenda and updated deadline to this Request for Proposals. UNDP reserves the right to post addenda up to the closing date for submissions. Hence bidders are advised to check the UNDP website frequently prior to submitting their proposal</p>

³ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

EVALUATION CRITERIA

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Expertise of Firm / Organisation submitting Proposal	200
2.	Proposed Work Plan and Approach	400
3.	Personnel	400
Total		1000

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organization submitting proposal							
1.1	Reputation of Organization and Staff Credibility / Reliability / Industry Standing	50					
1.2	Litigation and Arbitration history	20					
1.3	Relevance of specialized knowledge and experience on similar engagements done in the region/country	50					
1.4	Quality assurance procedures and risk mitigation measures	30					
1.5	Working experience with government officials and NGOs, desirable related to the legal sector	50					
Total Form 1		200					

Deleted: 15

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	Does the suggested research schedule sufficiently address the key tasks/responsibilities expressed in the TOR?	50					
2.2	Is the suggested methodology for the research sufficient to address the needs/demands of the TOR?	80					
2.3	Does the proposal commit commissioning a strong team of national experts to deliver the expected outputs?	50					
2.4	Does the proposal commit adequate human and logistical resources (including support staff, translation/interpretation etc.) to ensure high-quality and timely delivery of the report?	70					
2.5	Is the presentation of the proposal clear and provided with succinct sequence of approaches to the research?	100					
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
Personnel								
3.1	Team Leader		250					
		Sub-Score						
3.1.1	Advanced university degree in social sciences, law or related fields;	50						
3.1.2	Proven track record of conducting research, survey and data analysis; Minimum of 5 years of work experience in legal and/or legal dissemination projects preferable;	80						
3.1.3	Working experience with government officials and NGOs, desirable related to the legal sector	30						
3.1.4	Have knowledge and working experience in gender related issues and vulnerable groups	40						
3.1.5	Excellent English report writing skill (evidence must be provided: appropriate certificate(s) or sample report(s))	30						
3.1.6	Working experience as a team leader of a consultant team	20						
3.2	Team members		150					
		Sub-Score						
3.2.1	University degree in social sciences, law or related fields	30						
3.2.2	Proven track record of conducting research, survey and data analysis; Minimum of 3 years of work experience in legal and/or legal dissemination projects preferable	80						
3.2.3	Have knowledge and working experience in gender related issues and vulnerable groups	30						
3.3.4	Good English report writing skill (evidence must be provided: appropriate certificate(s) or sample report(s))	10						
	Total Form 3		400					
	TOTAL		1000					

Annex 1

TERMS OF REFERENCE

Service	<i>(1) Study on legal knowledge and legal needs and (2) Capacity assessment of legal communicators and disseminators in six provinces of Viet Nam</i>
Duty station:	Hanoi and 6 provinces (Ha Giang, Hoa Binh, Thanh Hoa, Dak Nong, Kien Giang and Dong Thap)
Contractor:	National consultancy firm
Expected Duration	From June to September , 2019
Supervision:	The service provider will work closely with the Program Officer in charge at the UNDP Governance and Participation Unit and MOJ Department of Legal Dissemination and Education

Deleted: August

1. BACKGROUND

Since the commitment to building a rule-of-law state stipulated in the Constitution of 1992, Viet Nam has made significant efforts to develop a robust legal framework and to strengthen legal and judicial institutions. The Constitution, as amended in 2013, provides for fundamental rights and obligations of citizens and the institutions necessary for people to seek protection of their rights.

While progress has been made in law development and institutional building, disparities in access to justice, unmet legal needs and contribution to the process of policy development persist across several demographic dimensions, such as ethnicity, gender, age, disability, poverty, education and health status. Moreover, women from ethnic minorities or women with disabilities from ethnic minorities, and children (being wholly dependent on adults) are at particular disadvantage.

Hence, the need to promote legal empowerment, ensure legal needs are appropriately dealt with and justice to all and vulnerable groups in particular, remains strong and is an utmost national priority especially when Viet Nam is experiencing rapid changes as a newly emerged middle-income-country. Identifying the legal needs of all and vulnerable groups in particular will help to address them and lead to improved access to justice. It also provides information on the frequency and diversity of legal problems, as well as the range of official and unofficial institutions citizens use to seek solutions.

Promoting public rights awareness is an integral component for building a coherent rule of law system in Viet Nam. The Government of Viet Nam has allocated significant resources to improve legal dissemination and education to citizens over the last ten years. The impact of these programs, however, remains constrained because of under-trained human resources. They also lack familiarity with innovative methodologies to conduct needs assessments and public campaign awareness techniques. Similarly, members of vulnerable groups are often unaware of existing mechanisms for accessing legal information and their rights under existing laws. Compounding this problem, communication remains mostly a top down endeavour, with information flowing in one direction without sufficient channels for policy makers and government officials to hear the concerns and issues directly from their constituents. Behavioural change across the spectrum is needed.

The EU Justice and Legal Empowerment Programme (EU JULE), implemented by UNDP and UNICEF, is designed to strengthen the rule of law through a more reliable, trusted and better accessed justice system, and specifically to increase access to justice for women, children and those groups which, according to dependable data, face the greatest obstacles in using the justice system to invoke their rights including ethnic minorities and poor people. The objectives of the programme are to be achieved through a number of results including increased public awareness and understanding of rights and how to invoke those rights according

to principles enshrined in Vietnamese law, mechanisms and procedures for how to use the law, and options for seeking legal advice, assistance and representation. Understanding that unequal access to legal information can impede people in accessing public services, employment opportunities, and public institutions, the program will prioritize support to increase rights consciousness, access to justice and rights protection, in particular for women, children, ethnic minorities and the poor.

To support this, as the activities designed to achieve this result, UNDP will commission a consultancy firm or consortium to conduct:

- (1) An empirical and diagnostic study (hereinafter referred to as the study) to identify the current situation of legal awareness and understanding and legal needs of vulnerable groups, including access to legal information and legal aid, with a focus on women, children, ethnic minorities and the poor, the barriers to legal information and service, how current legal rights and service information is planned, communicated and delivered from the national to the sub-national level, how these groups seek support and/or use grass roots dispute resolution mechanism to solve communal conflict and dispute, how they can express their opinion on draft policy and legal documents,
- (2) A capacity needs assessment of all existing legal communicators (bao cao vien phap luat) and disseminators (tuyen truyen vien phap luat) in place for the public education and dissemination of Vietnamese laws, including legal mechanisms and procedures relevant to women, children, ethnic minorities and the poor, and other vulnerable groups.

Deleted:

2. OBJECTIVES OF THE ASSIGNMENT

(1) The study

- ✓ An empirical and diagnostic study with fieldwork carried out at selected provincial and commune levels in 6 provinces in the North, Central and South regions of Viet Nam, including Ha Giang, Hoa Binh, Thanh Hoa, Dak Nong, Kien Giang and Dong Thap, to identify the current situation of legal awareness and understanding and legal needs of vulnerable groups, including access to legal information and legal aid, with a focus on women, children, ethnic minorities and the poor, the barriers to legal information and service, how current legal rights and service information is planned, communicated and delivered from the national to the sub-national level, how these groups seek support and/or use grass roots dispute resolution mechanism to solve communal conflict and dispute, how they can express their opinion on draft policy and legal documents
- ✓ Findings and policy recommendations from the study will be used to inform MOJ and other stakeholders for developing a legal empowerment behavior change strategy to increase the capacity of all types of judicial agencies and persons providing legal information, judicial service and enforcement (especially legal dissemination and education and legal aid agencies), to ensure they address the legal awareness needs of the vulnerable groups, including women, children, ethnic minorities and the poor; promoting vulnerable groups' participation to the policy and legislative making process; encouraging community-based dispute resolution where appropriate.

(2) The capacity needs assessment:

- ✓ A capacity needs assessment, conducted in the above 6 provinces of legal communicators and disseminators, especially those working with women, children, ethnic minorities, the poor and other vulnerable groups.
- ✓ Findings and policy recommendations from the capacity needs assessment will be used to inform MOJ for developing a capacity building programme that is contextualized to both the national strategy and local conditions; for developing training materials tailored to the needs of legal

communicators and disseminators; and for developing a legal empowerment behavior change strategy.

3. SCOPE OF WORK

The two activities will be carried out by a national consultancy firm hired by UNDP in cooperation with the Department of Legal Dissemination and Education. The national consultancy firm will work closely with an international consultant hired by UNDP.

3.1. The study

- ✓ Identify in agreement with MOJ and UNDP a number of key statutory rights under Vietnamese law which protect the equal rights of women, ethnic minorities, people with disabilities, children, survivors of gender-based violence and human trafficking and internal migrants and other poor and socially disadvantaged groups.
- ✓ Analyse the socio-economic situation in each of the provinces, including available data on poverty, ethnic composition, education levels, workforce composition, land use rights, health, access to social protection etc., disaggregated where possible by gender and ethnicity. To the extent that adequate data is not available, the successful bidder will indicate strategies to address data gaps through the field work;
- ✓ Develop draft questionnaires, focusing on legal information on key statutory rights, and legal aid rights and services; present at the two (02) consultation workshops organized by MOJ and UNDP; Incorporate comments from workshop participants as well as from UNDP and MOJ to finalize the questionnaires.
- ✓ Conduct a study in the six above provinces in the North, Centre and South parts of Vietnam, using both quantitative and qualitative methods, to identify and measure:
 - a. The level of the legal awareness, understanding and legal needs as well as level of participation in policy making process of vulnerable groups in each province, including the level of knowledge of selected key legal rights relevant to each of these groups (For examples: gender equality, protection of women from sexual and gender based violence, protection of children from violence, anti-discrimination provisions relevant to women and ethnic minorities, provisions on child labour and protection against corporal punishment, etc); level of awareness of legal information and legal aid services
 - b. Key challenges faced by vulnerable groups to accessing legal information, knowing their rights and how to claim them;
 - c. How citizen seek support and/or use grass roots mediation to solve communal conflict and dispute;
 - d. Means and methods by which the vulnerable groups are contributing or can contribute to the process of policy making
 - e. The study should be conducted in a representative sample of districts and communes in each of the selected provinces, with a minimum of 200 survey respondents in Ha Giang, Hoa Binh, Dak Nong and 400 survey respondents in Thanh Hoa, Kien Giang, Dong Thap including on purpose samples and random samples. The selection of sample should be based on sample selection methodology of PAPI (see www.papi.org.vn) and Viet Nam Justice Index (www.chisocongty.vn/en). Questionnaires should be validated through focus group discussions in each province before being conducted. Baseline data will so far as possible be disaggregated by geographical location, gender, ethnic origin, disability and other relevant criteria.

The Study on legal awareness and the capacity needs assessment can be carried out in parallel.

- ✓ Draft a study report setting out findings, assessment and making recommendations based on the data to be adopted by policy-makers when formulating a legal empowerment behaviour change strategy and related capacity-building initiatives.
- ✓ Present the draft study report at the consultation workshop organized by MOJ and UNDP; Incorporate comments from workshop participants as well as UNDP, MOJ to finalize the report.

3.2. The capacity needs assessment

- ✓ Identify in agreement with MOJ and UNDP assessment criteria, focusing on skills and knowledge of legal communicators and disseminators as well as systems in place for training and assessment of skills and knowledge, especially skills for working with women, ethnic minorities, people with disabilities, children and other poor and socially disadvantaged groups.
- ✓ Analyse the socio-economic situation in each of the provinces, including available data on poverty, ethnic composition, education levels, workforce composition, land use rights, health, access to social protection etc., disaggregated where possible by gender and ethnicity. To the extent that adequate data is not available, the successful bidder will indicate strategies to address data gaps through the field work;
- ✓ Adapt/update the available capacity need assessment tool; present at the consultation workshop organized by MOJ and UNDP; Incorporate comments from workshop participants as well as UNDP, MOJ to finalize the tool.
- ✓ Conduct the capacity assessment in the six provinces in the North, Centre and South parts of Vietnam, using both quantitative and qualitative methods, to identify and measure:
 - a. Policies and programmes for legal dissemination and communication by Ministry of Justice at national level and implementation of policies and programmes by departments of justice at local level.
 - b. Identify and analyse the priorities of legal dissemination of each province in the last 3 years
 - c. Systems for training and evaluating legal communicators and disseminators and their managers on their functions
 - d. Systems for monitoring and evaluating the impact of legal dissemination strategies
 - e. Challenges faced by legal communicators and disseminators and their managers in providing legal information and advice to poor, vulnerable and excluded groups
 - f. Current enabling environment for legal communicators and disseminators to perform their tasks.
- ✓ The capacity needs assessment should be conducted in a representative sample of province, district and commune level in each of the selected province, with a minimum of [30 legal dissemination managers](#), 10 percent of legal communicators at provincial level, 30% percent of communicators at district level and 20 percent of legal disseminators at commune level, including on purpose samples and random samples. The survey locations should be the same ones of the above study. Questionnaires should be validated through focus group discussions in each province before being conducted. Baseline data will so far as possible be disaggregated by geographical location, gender, ethnic origin, and other relevant criteria;
- ✓ Draft report setting out findings, assessment and making recommendations based on the data to be adopted by policy-makers for developing a capacity building programme that is contextualized to both the national strategy and local conditions; for developing training materials that equip legal communicators and disseminators to meet the priority needs of people (especially from vulnerable groups) to know about their legal rights; and for developing a legal empowerment behavior change strategy;
- ✓ Present the draft report at the consultation workshop organized by MOJ and UNDP; Incorporate comments from workshop participants as well as UNDP, MOJ to finalize the report.

4. METHODOLOGY

4.1. The methodology for both study and capacity needs assessment should include:

- ✓ An assessment of the socio-economic situation in each of the provinces, including available data on poverty, ethnic composition, education levels, workforce composition, land use rights, health, access to social protection etc., disaggregated where possible by gender and ethnicity. To the extent that adequate data is not available, the successful bidder will indicate strategies to address data gaps through the field work;
- ✓ A survey plan informed by the assessment of the socio-economic situation in each of the provinces, including a selection of survey sites targeting the areas where the women, children, ethnic minorities and the poor are concentrated;
- ✓ Assessment tools such as quizzes, questionnaires and interview formats should be tested and refined in focus-groups in each province before being tested in the field. The selected bidder should ensure adequate capacities to administer surveys and quizzes in the main ethnic languages used in survey sites, and the proportion of survey respondents should reflect the demographics of survey sites (including with respect to gender, ethnicity, age group, level of education etc.) so far as possible.

4.2. Methodology for the study

Beside above methodology, the methodology for the study should include:

- ✓ A baseline assessment through legal knowledge quizzes etc. to test knowledge of targeted groups of the rights most relevant to their socio-economic development and welfare, contextualized as necessary in each province;
- ✓ An assessment of legal awareness, understanding of the targeted groups, their experiences in accessing legal information;
- ✓ Identify legal needs of the targeted groups;
- ✓ Reflection of the targeted groups on the quality of legal services provided by legal communicators, disseminators, legal aid providers and others (if any)
- ✓ The needs of the targeted groups for legal information and advice to be conducted in languages other than Vietnamese and of the quality and availability of such information and advice in those languages.

4.3. Methodology for the capacity needs assessment

Beside above methodology, the methodology for the capacity needs assessment should include:

- ✓ The content, frequency and perceived usefulness of legal dissemination and education initiatives in survey locations over the last three years
- ✓ Data collection with regard to legal disseminators and communicators in selected provinces, including total numbers of registered legal disseminators and communicators, and a list of those legal disseminators and communicators who have most actively engaged in legal dissemination and education who will be targeted for the questionnaire (indicatively those who have engaged in legal dissemination and education in the last 3 years, but this may be adjusted by agreement between the bidder and MOJ, UNDP in order to identify a manageable but representative survey sample)
- ✓ Development of separate questionnaire-based assessment tools for (a) legal dissemination managers in provincial department of justice (b) legal disseminators and communicators (selected on the basis of recent activity as noted above) to generate data regarding the number and nature of trainings received regarding substantive legal knowledge, teaching methodologies and socio-cultural knowledge including in relation to gender, ethnic minorities, children, as well as their assessment of the effectiveness and relevance of this training; data regarding their professional and educational background and legal training; and data regarding their ethnicity and their knowledge of local languages other than Vietnamese. The survey tool should also

assess incentives for performing legal dissemination and education activities including remuneration and budget, performance incentives for civil servants etc.

5. FINAL PRODUCTS

5.1. For the study (products in both English and Vietnamese), includes following components:

- ✓ A set of survey questionnaires for assessment of the legal awareness and legal needs of vulnerable group focusing on women, children, the poor and ethnic minorities
- ✓ Summary report on legal awareness and understanding, legal needs in both English and Vietnamese
- ✓ Full report on legal awareness and understanding, legal needs in both English and Vietnamese includes:
 - a. Analysis of the socio-economic situation in each of the provinces, including data on poverty, ethnic composition, education levels, workforce composition, land use rights, health, access to social protection etc., disaggregated where possible by gender and ethnicity.
 - b. Baseline data and findings about the legal awareness, understanding and legal needs as well as level of opinion contribution to policy making process of vulnerable groups in each province, including data on the level of knowledge of selected key legal rights relevant to each of these groups (including: gender equality, protection of women from sexual and gender based violence, protection of children from violence, anti-discrimination provisions relevant to women and ethnic minorities, provisions on child labour and protection against corporal punishment etc., rights of different groups to legal aid services and knowledge of legal aid providers, barriers to legal information and legal rights and services information is planned; communicated and delivered from the national to the sub-national level as well as a quantitative and qualitative assessment of the provision of legal aid, legal dissemination and grass root mediation activities throughout each of the 6 provinces and their effectiveness;
 - c. Policy recommendations for developing a legal empowerment behaviour change strategy to increase the capacity of all types of judicial agencies and persons providing legal information, judicial service and enforcement (especially legal dissemination and education and legal aid agencies), to ensure they address the legal awareness needs of the vulnerable groups, including women, children, ethnic minorities and the poor and promote participation of vulnerable groups to the policy and legislative making process.

Deleted: and

5.2. The assessment of capacity of legal disseminators and communicators in both English and Vietnamese, including following components:

- ✓ An updated capacity assessment tool in both English and Vietnamese for legal dissemination/education, combining both legal awareness needs assessment and capacity assessment of legal dissemination managers, legal disseminators and legal communicators;
- ✓ Summary report in both English and Vietnamese
- ✓ Full report on in both English and Vietnamese includes:
 - a. Baseline data and findings about the capacity of existing legal communicators and disseminators in 6 selected provinces, focusing on capacity of conducting legal dissemination of the legal mechanism and procedures relevant to women, children, ethnic minorities and the poor and other vulnerable groups;
 - b. Analysis of recognition and certification requirements that exists for legal communicators and disseminators at different administrative levels;

- c. Recommendations of using the tool for conducting capacity assessments in other provinces;
- d. Policy recommendations for developing a capacity building program that is contextualized to both the national strategy and local conditions; for developing training materials tailored to the needs of legal communicators and disseminators; and for developing a legal empowerment behaviour change strategy

These reports will be shared with government and donor stakeholders.

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

The assignment is expected to last approximately 4 months.

The Service provider shall work independently on this assignment and deliver final outputs as described in Section 5 above. The location of this assessment will be home-based, and fieldwork in 6 above provinces. The duration of the consultancy starts from the date both parties shall have signed the consultancy contract. The Service provider is expected to provide services specified in this TOR from May to Sep 2019.

The service provider, in collaboration with the MOJ Department of Dissemination and Education and UNDP Vietnam, shall deliver the deliverables as below:

#	Tasks	Deliverables	Timeframe
1.	Develop the detailed workplans for implementing the study and capacity assessment, including identify location and sample, methodology, timeline, outline of the reports	Approved workplans, outline of the reports	June 2019
2.	- Focused group discussion (FGD) testing of questionnaires for the study and capacity assessment - Share the questionnaires and outlines at 02 consultation workshops organized by MOJ and UNDP	Approved tool, questionnaires and outline of the reports	June 2019 (workshops will be tentatively organized by the last week of June)
3.	Conduct interviews for both study and capacity needs assessment	Baseline data	July 2019
4.	First draft of the two reports and presentations on the findings to be shared at the two consultative workshops	Draft reports and presentations	Mid-August 2019
5.	Final reports of the study and capacity need assessment	Final summary and full reports	Mid- September 2019

7. SELECTION OF CONSULTANCY FIRM/CONSORTIUM

Bidders shall be required to submit a technical proposal including proposed methodology, CVs of key personnel to be engaged on the proposal including roles, and proposed work-plan with timings, as well as a financial proposal itemising the budget required to conduct the activities.

Bidders should show how the following criteria are adequately met from the proposed team:

- (1) Knowledge of adult learner-centered teaching methodologies

- (2) Experience in conducting awareness-raising activities on legal rights for vulnerable groups in developing country contexts.
- (3) Experience in conducting survey-based research on access to justice/rights awareness in developing country contexts.
- (4) Experience of conducting survey-based research in Viet Nam, preferably in relation to access to justice and/or rights-awareness

Deleted: (experience in Asian countries an advantage in the case of international consultants)

Deleted: (experience in Asian countries an advantage in the case of international consultants)

8. DEGREE OF EXPERTISE AND QUALIFICATIONS

Interested Vietnamese consultancy firms, universities, NGOs shall form a team that consists of one senior technical expert – team leader and technical experts.

Senior national technical expert – team leader:

- Advanced university degree in social sciences, law or related fields;
- Proven track record of conducting research, survey and data analysis;
- Minimum of 5 years of work experience in legal field and/or legal dissemination preferable; Working experience in designing capacity need assessment tool preferable.
- Working experience as a team leader of a consultant team. Excellent teamwork skill;
- Working experience with government officials and NGOs, desirable related to the legal sector;
- Have knowledge and working experience in gender related issues and vulnerable groups would be an asset;
- Excellent report writing skill;
- Capable of communicating and writing report in Vietnamese and English;
-

Deleted: ss

National Technical Experts – team members:

- University degree in social sciences, law or related fields; advanced university degree would be an asset;
- Proven track record of conducting research, survey and data analysis;
- Minimum of 3 years of work experience in legal field;
- Have knowledge and working experience in gender related issues and vulnerable groups would be an asset;
- Excellent teamwork skill;
- Excellent report writing skill;
- Working experience in designing capacity need assessment tool is an asset

Deleted: ss

9. REFERENCE DOCUMENTS AND ADMINISTRATIVE SUPPORT

UNDP will support the research through providing letters of introduction, coordinating the team to work with the MOJ Department of Legal Dissemination and Education. However, all administrative support required for this research (including interpretation, translation of the report into Vietnamese/English, translation the questionnaire into ethnic minorities' language, etc.) **must** be provided by the contractor except as otherwise agreed between UNDP and the Contractor.

The Department of Legal Dissemination and Education will support the consultancy firm to conduct the survey by liaising with the Departments of Justice in 6 provinces and providing available data, reports, research.

10. CONTRACT PAYMENTS

Deliverables	Expected Results	Deadlines	Payment
Develop the detail workplans for conducting the study and capacity needs assessment, including identify	Approved workplan, outline of the reports	June 2019	30% of the total contract value

sample, methodology, timeline, outline of the reports			
- Focused group discussion (FGD) testing of questionnaires - Share the questionnaires and outlines at the two consultation workshops organized by MOJ and UNDP	Approved questionnaires and two outlines of the two reports		
First draft of the reports and presentations on the findings to be shared at the consultative workshops	Draft reports and presentations	Mid-August 2019	40% of the total contract value
Final study and assessment reports (following approval by UNDP)	Study and assessment report finalized	<u>Mid September</u> 2019	30% of the total contract value

Deleted: End August

11. PROVISION OF MONITORING AND PROGRESS CONTROLS

- The Service provider and UNDP Viet Nam shall be responsible for quality control of the outputs.
- The Service provider will report directly to both the Department of Dissemination and Education of MOJ and UNDP Viet Nam.
- The Service provider will provide a report on delivery of the service upon completion of the contract.

12. HOW TO APPLY

- An official letter signed by the senior officer in charge of the organization.
- A proposal and budget estimation
- Detailed CVs of the leader and the team
- Evidences on English report writing skills of the team leader and members (certificates, sample reports, etc.)
- A description of the organization (not more than two pages) including information about the organization's legal entity.

FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL⁴**(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁵)**

[insert: Location].

[insert: Date]

To: Procurement Unit - UNDP Vietnam

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

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

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

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

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

B. Proposed Methodology for the Completion of Services

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

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

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

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

C. **Qualifications of Key Personnel**

The Service Provider must provide:

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

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

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

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

Annex 2-b

FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL⁶

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

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

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

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

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

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

A. Cost Breakdown per Deliverable*

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

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

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

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

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

6. Others				
III. Other Related Costs				
Applicable taxes				

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

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

Annex 2-c

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 **Tuesday, June 04, 2019** (Hanoi time).
- Email and proposal should indicate clearly the name of tender.

Deleted: Friday, May 31, 2019

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:			
1.1	An official letter signed by the senior officer in charge of the organization			
1.2	A description of the organization (not more than two pages) including information about the organization's legal entity.			
1.3	Proposed work plan and approach			
1.4	Detailed CVs of the leader and the team			
1.5	Evidences on English report writing skills of the team leader and members (certificates, sample reports, etc.)			
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).			

Formatted: Normal, Left, Indent: Left: 0 cm, First line: 0 cm, Line spacing: Multiple 1.15 li

Formatted: Font: (Default) +Body (Calibri), 11 pt

Formatted: English (United States)

[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)