

REQUEST FOR PROPOSAL (RFP)

From firms/institutes/organizations in Vietnam

Dear Sir / Madam:

We kindly request you to submit your Proposal to develop "07 Risk Packs" for Promoting integration of Climate into Local Planning Process in GCF Coastal Resilience 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 **Thursday, August 15, 2019** (Hanoi time) by the following methods:

By email: For green environment, this is preferred submission method

E-mail address for proposal submission: nguyen.thuy.nga@undp.org

<u>Separate emails</u> for technical and financial proposals.

With subject: (Ref. RFP-N-190801) RFP for A National firm to develop "07 Risk Packs" for GCF project (*Email* ... of ... emails)

Maximum size per email: **30 MB**. Bidders can split proposal into several emails if the file size is large)

By hard copy: (within working hours 8.00 am - 5.00 pm Monday - Friday only)

Address for proposal submission:

Procurement Unit UNDP Vietnam 304 Kim Ma Street, Hanoi, Vietnam

With envelop subject: (Ref. RFP-N-190801) RFP for A National firm to develop "07 Risk Packs" for GCF project

When submitting hard copy proposals, please submit 1 original + 1 copy + CD ROM containing all contents corresponding to hardcopy in PDF format.

One of the following staff can be called to receive hard copy proposals:

- 1. Ms. Nguyen Thuy Nga, Procurement Executive Tel: +84-24-38501831
- 2. Ms. Quach Thuy Ha, Procurement Assistant Tel: +84-24-38500143

The bidder is requested to sign a bid submission form when delivering proposal.

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.

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	To develop "07 Risk Packs" for GCF project
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 GCF/UNDP Programme Management Specialist
Frequency of Reporting Progress Reporting Requirements	Please refer to the TOR Please refer to the TOR
Location of work	☑ At Contractor's Location with travels to GCF provinces (Quang Binh and Quang Nam)
Expected duration of work Target start date	Aug 2019 to 30 October 2019 23 Aug 2019
Latest completion date Travels Expected	30 October 2019 As per TOR
Special Security Requirements	 □ Security Clearance from UN prior to travelling □ Completion of UN's Basic and Advanced Security Training □ Comprehensive Travel Insurance □ Others [pls. specify]
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	☐ Office space and facilities ☐ Land Transportation ☐ Others [pls. specify]
Implementation Schedule indicating breakdown and timing of activities/sub-activities	☑ Required☐ Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	☑ Required☐ Not Required
Currency of Proposal	☐ United States Dollars ☐ Euro ☑ Vietnamese Dong 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 Validity Period of Proposals	 ✓ must be inclusive of VAT and other applicable indirect taxes ☐ must be exclusive of VAT and other applicable indirect taxes ☐ 60 days
(Counting for the last day of submission of quotes)	□ 90 days □ 120 days
	In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.

Partial Quotes	Mat normitted
Tartial Quotes	⊠ Not permitted
Doymant Towns	☐ Permitted As indicated in the TOR.
Payment Terms	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/	UNDP Program Management Specialist - GCF project
approve outputs/completed	
services and authorize the	
disbursement of payment	
Type of Contract to be Signed	☐ Purchase Order
	☐ Institutional Contract
	☑ Contract for Professional Services
	☐ Long-Term Agreement¹ (if LTA will be signed, specify the document that
	will trigger the call-off. E.g., PO, etc.)
	☐ Other Type of Contract [pls. specify]
Criteria for Contract Award	☐ Lowest Price Quote among technically responsive offers
	☑ Highest Combined Score (based on the 70% technical offer and 30%
	price weight distribution)
	☑ 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 shall be considered technically qualified if it meets specification
Proposal	requirements for equipment and achieves minimum 70% of total obtainable technical points.
	technical points.
	Weight of technical and financial point:
	Technical Proposal (70%)
	Financial Proposal (30%)
	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	☑ One and only one Service Provider
to:	☐ One or more Service Providers, depending on the following factors:
Annexes to this RFP	☑ Detailed TOR (Annex 1)
	☑ Forms for Submission of Proposal (Annex 2)
	☑ General Terms and Conditions / Special Conditions (Annex 3) ²
	☑ 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	No
Contact Person for Inquiries	Ms. Nguyen Thuy Nga
	Procurement Executive, UNDP Vietnam

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.

(Written inquiries only) ³	Email: nguyen.thuy.nga@undp.org	
	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: http://www.vn.undp.org/content/vietnam/en/home/operations/procurement/pr ocurement_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	

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:

Ove	rall firm competencies	Points
1.1	Relevant experiences of the firm/institution and staff (competency/skills/knowledge) in disaster risk reduction and climate change	50
1.2	Firm/institution's experience in capacity building and communication and public awareness raising	50
1.3	Organizational capability which is likely to affect implementation (risks versus access to specialized skills: i.e. subcontracting/partnerships - loose consortium, holding company or one firm, size of the firm/institution, strength of project coordination and support, etc.)	30
1.4	Quality assurance procedures, warranty	30
1.5	Prior experience of working with complex project teams and work with local communities in Viet Nam	40
		200

Techi	nical Proposal	Points
2.1	Extent to which the Offeror understands the tasks and expected deliverables/outcomes of the ToR	50
2.2	Does the suggested workplan sufficiently address the tasks/responsibilities expressed in the ToR?	80
2.3	Are the suggested methodologies/approaches outlined sufficient and appropriate to address the needs/demands of the ToR?	100
2.4	Is the presentation clear and are the sequence of activities and the planning logical, realistic and promise efficient delivery of the outputs?	50
2.5	Is there evidence of an understanding of gender and gender analysis and is this taken into account consideration in addressing needs of men and women?	20
		300

,	Technical Proposal Evaluation – team Composition	Points
	3.1 01 Team leader, Expert on Climate Change Education and Awareness:	200

Technical Proposal Evaluation – team Composition	
	Points
- Master degree or higher qualification in climate change, disaster risk management, environment, Communication or related field	40
- At least 10 years of working experience in community-based disaster risk management, climate change education and awareness raising in Vietnam	40
- Track record of experience on content production of relevant IEC materials on Climate Change and Disaster Risk Reduction (provide 3 products of best performance)	40
- Experience as team leader in similar assignment, with strong experience in field-based consultations with multiple stakeholders;	20
- Experience related to Vietnam's disaster management system, established network of working with international organisations, line ministries, UN organisation in Vietnam on climate change, disaster risk reduction is preferred	20
- Strong written skills in English (with at least 2 writing samples provided)	
01 Team member, Technical Expert on Climate Change and mainstreaming climate risk in local planning:	150
- Master degree or higher qualification in climate change, disaster risk management, environment or related field	30
- At least 10 years of working experience in community-based disaster risk management, climate change risk assessment and mainstreaming climate	40
change and disaster risk into local planning process in Viet Nam, particularly the Social Economic and Development Plan (SEDP) –	40
- Track record of experience on risk assessment and guideline on mainstreaming DRR or CC into Local plan (provide at least 2 product of	20
best performance);	20
- Experience as team leader or team member in similar assignment, with strong experience in field-based consultations with multiple stakeholders;	
- Strong written skills in English by providing two writing reports samples	
01 Team member, Communication Expert:	150

Tech	nical P	roposal Evaluation – team Composition	Points
	-	Master degree or equivalent in grapic design, development communication or related fields	30
	-	At least 7 years of working experience in the development of communications and training materials and manuals.	30
	-	Track record of experience on design production of relevant IEC materials on Climate Change and Disaster Risk Reduction (provide 3 products of best performance)	30
	-	Proven skill set of interactive designs and innovative communication (with at least 2 sample designs provided)	10
	-	Experience related to Vietnam's disaster management system, established network of working with international organisations, line ministries, UN organisation in Vietnam on climate change, disaster risk reduction is preferred	10
	-	Strong written skills in English by providing two writing reports samples	









Annex 1

TERMS OF REFERENCE – Develop "07 Risk Packs" for Promoting integration of Climate into Local Planning Process in GCF Coastal Resilience Project

1. GENERAL INFORMATION

Key experts	Firm consultancy service, with at least the engagement of the 03 key experts			
	01 Team leader on Climate Change Education and Awareness;			
	01 Team member, Technical Expert on Climate Change and mainstreaming climate risk in local planning; and			
	01 Team member, Communication Expert			
Project	Improving the resilience of vulnerable coastal communities to climate change related impacts in Viet Nam (GCF)			
Consultancy service	Develop a Risk Pack on climate Information – Education – Communication IEC materials, for raising awareness on climate and disaster risk information for local planners and decision makers to integrate DRR and CCA into local planning process			
Type of appointment	Firm contract - lumpsum contract			
Location	Homebased with 10-day mission for each consultant to two target provinces of Quang Binh & Quang Nam for the project in 2019. (Travel costs inclusive)			
Duration	Part-time to be completed by 30 Oct 2019			
	Total working days: max. 30 days/expert (including 10-day mission/each)			
Report to	Program Management Specialist of GCF project			
Technical Supervision	UNDP Senior Technical Advisor GCF, UNDP Communication Officer for CCE			

Background:

In recent years, the Government of Vietnam has devoted much attention to climate change and its potential impacts, as well as undertaking specific actions to adapt to climate change and mitigate its impacts. Specifically, the Government has issued the National Target Program for Climate Change Adaptation (02/12/2008) and the National Action Plan on Climate Change 2012-2020 (10/05/2012). Since its foundation in 2017, the VDMA has been active in reviewing its database and information management systems. Decision 26/2017/QD-TTg of the Prime Minister mandates the VDMA to "implement a duty of collecting and managing data in the field of natural disaster management" (Article 12) and further requires it to "provide professional monitoring and supervision to respond to climate changes and sea level rise (Article 6d)."

With the support of several multi-lateral organizations (e.g. UNDP, the World Bank (WB) and others), ministries and other relevant agencies have been researching, analyzing and assessing the expected impacts and effects of climate change on Vietnam. In 2016/2017, United Nations Programme (UNDP), in collaboration with the Asian Development Bank (ADB), supported the Ministry of Agriculture and Rural Development (MARD) to develop a vulnerability assessment methodology and to develop integrated risk assessments for

north-west Viet Nam through the "Promoting Climate Resilient Infrastructure in Northern Mountain Provinces of Vietnam" project. This methodology was further developed and extended with support from the UNDP-FAO NAP-Ag project and was extended to provide basic national risk data via the http://climaterisk.org.vn/ website.

More recently, the GCF funded GOV-UNDP project "Improving the resilience of vulnerable coastal communities to climate change related impacts in Viet Nam" (GCF) has decided to adapt this methodology to look at climate change impacts in coastal areas. Specifically, the project activities require it to develop and make publicly available risk maps for Viet Nam's 28 coastal provinces, under activity 3.1 the project will support establishment of a risk data repository that can enhance mechanisms for sharing/disseminating information based on current available information system from UNDP and the Government. Furthermore, this risk data repository will also create set of paper based and PDF resources for use in commune level community-based disaster risk assessment/planning (CBDRA/M) planning processes. The risk-packs should be used as tools for CBDRA/M planning process and should provide maps and simple text in a form that is accessible and understandable to community members. This consultancy aims to develop risk-packs for seven project provinces of Nam Dinh, Thanh Hoa, Quang Nam, Quang Ngai, Quang Binh, T.T.Hue and Ca Mau, which are currently the focus for housing/ mangrove investment in the GCF project for 2019 (The project website provides details on this via: http://gcfundp-coastalresilience.com.vn/#sec2) (also PowerPoint presentation on the website).

Objective:

The objective of this consultancy is to develop a tailored-made concise communication material on climate risk packs for provincial, district and commune planners and experts who are working on disaster risk management and climate change response via the comprehensive consultation process.

The main purpose of the Risk Packs is that planners and experts from provinces will be able to use the information to understand the scale and scope of disaster and climate risks and impacts in their localities; and apply the information throughout their planning and decision-making processes to mainstream DRR and CCA into SEDP.

Specific outcomes:

- (i) A draft Risk Packs developed and tested in two commune level CBDRA/M training & consultation with provincial/district and commune experts of 2 provinces;
- (ii) A Final Risk packs consulted, revised and disseminated for all the 7 provinces

Scope of work:

The consultancy firm will be provided with different climate risk information that have been produced by the project, UNDP or Government agencies as the core base of the Risk Packs. The primary information sources include:

- Viet Nam climate risk index representing top down climate and disaster risk scientific information, which are detailed by district level for all 63 provinces of Viet Nam www.climaterisk.org.vn (the website will be finalized by July 2019).
- Relevant GCF training materials, maps, tools for CBDRM/A to understand the standardized steps for mainstreaming climate and disaster risk into planning process in Viet Nam

To carry out the task, the firm is expected to work as a team of three experts of one team leader and two team members. The team leader is taking primary responsibility for the delivery of the work with the technical inputs support of two team members. Team leader is expected to provide the overall control and technical lead in field of climate change training and awareness raising, particularly in related to community-based planning processes. The two team members are responsible for (i) providing technical inputs in community-based planning, training process and mainstreaming climate risk and local DRR and CCA measures in local planning; and (ii) providing technical inputs in communication and simple initiatives and tools for effective public awareness raising.

The key expected activities that the consultancy firm should undertake jointly include:

- Development of inception report to undertake the assignment in consultation with UNDP and VNDMA and 2 targeted provincial PMUs (Quang Binh & Quang Nam)
- Undertake rapid assessment with local planners in two provinces to understand their information needs, challenges and opportunities to use the results of climate risk index and GCF CBDRM/A reports in improving local SEDP with climate actions.
- Work with the two province PMUs to identify the information gaps and gather additional maps and information if available and critically missing for the Risk packs
- Prepare an initial protype of Risk packs for two provinces for use in the CBDRA/CBDRM process and SEDP steps, the prototype should be interactive, simple and user-friendly, preferably in infographic forms and maps and relevant interactive tools. The prototype should be integrated into the existing training materials of the project.
- Development of a concise accompanying manual for trainers on using the risk packs at the commune training and in different planning process of SEDP at commune/district and provincial levels. The manual should guide trainers in how to ensure that current risk sand future climate change impacts are taken into account. This should include a list of key messages and questions for discussion at all level.
- Development of power-point and workshop resources for use in a ½ day inception/protype review meeting to be organized in Hanoi (organization costs budgeted separately by UNDP). During the workshop, provide training to project CBDRM trainers and organizers; make sure that the trainers are well informed the purpose, approach and content of the risk packs as well as how to integrating into the existing facilitation plan.
- Testing of the prototype of the Risk pack and its manual during a CBDRA/M process and in the provincial planning and consultation process for SEDP to collect feedback from community members, trainers and other provincial stakeholders on how to make the information more accessible and useful. The testing will be undertaken by the consultant in close collaboration with the National and Provincial trainers in the training activities.
- Upgrading of the initial design to incorporate results of the field testing and central Government/ UNDP technical feedback.
- Further testing of the tools in two further communes and inclusion of final feedback in design prototype.
- Based on the prototype developed and tested, replication of the risk packs and trainer's manual for all seven provinces for the GCF project in 2019.
- The Risk packs should be designed in both Vietnamese and English in a format that is durable enough to be used in multiple commune level trainings. Ideally materials should be from recycled or recyclable materials. Full technical specification and inputs for printing of the final product in each province should be provided to the GCF (printing costs covered separately by UNDP).
- Development of power-point and workshop resources for use in a ½ day final result presentation meeting for trainers and Government experts to be held near the end of the assignment. (Organization costs budgeted separately by UNDP)
- Development of a concise highly analytical final report that outlines the process undertaken, key results and challenges and specific recommendations for scaling or future work in Viet Nam.

Stakeholders for consultation

- 1. Selected climate change institutes and experts (Government, academic and the CCWG), UNDP and related experts, including collection of existing IEC materials that are available by them
- 2. Departments of the Vietnam Disaster Management Authority, especially the CBDRM Department
- 3. Representatives from 7 provinces of the GCF GCF project where housing and mangrove restoration work is on-going.
- 4. Commune level government and community members, and CBDRA/CBDRM training participants, including representatives from the Women's Union and Viet Nam Red Cross participating in CBDRA/CBDRM commune level planning exercises.
- 5. National and Provincial CBDRA/M trainers who are identified by the GCF project.
- 6. Existing stakeholders and projects who are also supporting provinces in mainstreaming CC and DRR into SEDP processes

7. Some existing businesses, enterprises who are operating in the provinces that are also at risk of being impacted by climate change and disasters

2. EXPECTED DELIVERABLES

The contractor is required to submit the following deliverables:

#	Deliverables	Deadline
1	Short inception report and rapid assessment form	30 Aug2019
2	Prototype of the risk packs and related training manuals and PowerPoints	25 Sep 2019
3	First field testing in at least 2 communes completed, and ½ day presentation of the results with Project team from 2 provinces, VNDMA and UNDP	Between 25 Sep - 10 Oct 2019
4	Final product design of the risk packs and its training manuals for 7 provinces, including sharing ½ day meeting of final report and recommendation for replication (in English and Vietnamese).	30 Oct 2019

3. ADMINISTRATION

UNDP and the Vietnam Disaster Management Authority will provide administrative support to the assigned experts throughout the implementation of this consultancy service. However, the firm should be proactive in making appointments, organizing discussions and consultation meetings with the national consultants and key stakeholders.

4. DURATION

The contract duration will be from August – October 2019. Maximum number of working days for each consultant is 30 days

5. PAYMENT

Fee will be made after the contract deliverables are accepted by UNDP.

- 20% of the contract will be transferred upon satisfactory completion of Deliverable 1
- 30% of the contract will be transferred upon satisfactory completion of Deliverable 2
- 20% of the contract will be transferred upon satisfactory completion of Deliverable 3
- 30% of the contract will be paid and liquidated upon satisfaction of Deliverable 4

The firm will need to send a technical and financial proposal based on Daily Fee using UN-EU cost norm 2017. The firm shall quote an all-inclusive Daily Fee for the contract period. The term "all-inclusive" implies that all costs (PIT tax, professional fees, communications, consumables, travel etc.)

6. PROVISION OF MONITORING AND PROGRESS CONTROLS

Project documents will be provided to the contractor at the beginning of the assignment Administrative support: UNDP will support the contractor to arrange the schedule with related government agencies when going on field trip.

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]

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 [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
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. Others				

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

III. Other Related Costs		
Applicable taxes		

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

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

CHECK LIST OF DOCUMENTS SUBMITTED BY BIDDERS

Note:

- Bidders are required to review carefully this checklist before submitting proposal to ensure complete submission.
- Maximum email size: 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 Thursday, August 15, 2019 (Hanoi time).
- Email and proposal should indicate clearly the name of tender.

Item	Documents	To be completed by bidders		
		Doc submitted Y/N	Number of pages	Remarks
1	Fully filled Technical proposal 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			
	procurement.vn@undp.org notifying that you already			
	submitted proposal and the number of email/envelop			
	submitted. Notification emails should be sent to above			
	email address by submission deadline or right after you			
	submit proposals (either by email or hard copy).			

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

General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents,

servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- **8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- **8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- **8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- **8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - **8.4.1** Name UNDP as additional insured;
 - **8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - **8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
 - **8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- 13.1 The recipient ("Recipient") of such information shall:
 - **13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - **13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 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,

- 13.3 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.
- 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:

 $\underline{\text{http://www.vn.undp.org/content/dam/vietnam/docs/Legalframework/Contract\%20Face\%20Sheet\%20(Goods\%20and-or\%20Services)\%20UNDP\%20-\%20Sept\%202017.pdf}$

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

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

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