



REQUEST FOR PROPOSAL (RFP)

From firms/institutes/organizations in Vietnam

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Capacity needs assessment of legal aid consultants and collaborators of the Vietnam Lawyers Association (Ref. 2-190901)**.

Please be guided by the forms attached hereto as Annex 2 (a-b-c), in preparing your Proposal.

Please note that this procurement process is being conducted through the online tendering system of UNDP. **Bidders who wish to submit an offer must be registered in the system.**

Visit this page for system user guides and videos in different languages:

<http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/>

If already registered, go to <https://etendering.partneragencies.org> and sign in using your username and password. Use “Forgotten password” link if you do not remember your password. Do not create a new profile.

If you have never registered in the system before, you can register by visiting the link below and follow the instructions in the user guide (attached):

<https://etendering.partneragencies.org>

- **Username:** event.guest
- **Password:** why2change

It is strongly recommended to create a username with two parts: your first name and last name separated by a “.”, (similar to the one shown above). Once registered you will receive a valid password to the registered email address which you can use for signing in and changing your password.

Please note that your new password should meet the following criteria:

- *Minimum 8 characters*
- *At least one UPPERCASE LETTER*
- *At least one lowercase letter*
- *At least one number*

You can view and download tender documents with the guest account as per the above username and password, However, if you are interested to participate, you must register in the system and subscribe to this tender to be notified when amendments are made.

To attend this bid, please keep link below and insert the following information:

<https://etendering.partneragencies.org>

BU Code: VNM10

Event ID number: 2-190901

We look forward to receiving your proposal on the system by the deadline. **Note that system time zone is in EST/EDT (New York) time zone.**

Your Proposal must be expressed in the English language, and valid for a minimum period of 120 days from the date of bid submission.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,
Tran Thi Hong
Head, Procurement Unit
9/11/2019

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	Capacity needs assessment of legal aid consultants and collaborators of the Vietnam Lawyers Association
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	Please refer to the TOR
Frequency of Reporting	Please refer to the TOR
Progress Reporting Requirements	Please refer to the TOR
Location of work	<input type="checkbox"/> Hanoi and 4 pilot provinces (Lai Chau, Yen Bai, Quang Nam, and Kien Giang) <input type="checkbox"/> At Contractor's Location
Expected duration of work	October to 31 December 2019
Target start date	1 October 2019
Latest completion date	31 December 2019
Travels Expected	As per TOR
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input 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 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	Please refer to the TOR
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	<p>Proposal shall be considered technically qualified if it meets specification requirements for equipment and achieves minimum 70% of total obtainable technical points.</p> <p>Weight of technical and financial point:</p> <p><u>Technical Proposal (70%)</u></p> <p><u>Financial Proposal (30%)</u></p> <p>Financial score will be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p> <p>See detailed evaluation criteria in the below table.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors:
Annexes to this RFP	<input checked="" type="checkbox"/> Detailed TOR (Annex 1) <input checked="" type="checkbox"/> Forms for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ² <input checked="" type="checkbox"/> General Terms and Conditions de minimis (for contract below US\$ 50k) or General Terms and Conditions (for contract above US\$ 50k) (Annex 4)
Pre-proposal meeting	Time: 10.30 am Date: Monday, September 16, 2019 Venue: 304 Kim Ma street, Ba Dinh District, Ha Noi

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.

	<p>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> <p>Try to submit your bid a day prior or well before the closing time (note that time zone indicated in the system is New York Time zone). Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.</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.	Bidder's qualification, capacity and experience	200
2.	Proposed Methodology, Approach and Implementation Plan	400
3.	Management Structure and Key Personnel	400
Total		1000

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
<i>Bidder's qualification, capacity and experience</i>							
1.1	Reputation of Organization and Staff Credibility / Reliability / Industry Standing	50					
1.2	Relevance of specialized knowledge and experience on similar engagements done in the region/country	70					
1.3	Quality assurance procedures and risk mitigation measures	30					
1.4	Working experience with government officials, desirable related to the legal sector	50					
1.5	Reputation of Organization and Staff Credibility / Reliability / Industry Standing	50					
Total Form 1		200					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
<i>Adequacy of the Proposed Methodology, Approach and Implementation Plan responding to the TOR</i>							
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	National Team Leader		250					
		<i>Sub-Score</i>						
3.1.1	Advanced university degree in law;	50						
3.1.2	A minimum of 10 years of work experience in justice issues; Experience working in the field of legal aid in Viet Nam is preferable;	50						
3.1.3	Excellent research writing skills in English and Vietnamese; Proven track record of conducting research and data analysis; Demonstrated experience in drafting surveys; Deep knowledge of survey methodology;	90						
3.1.4	Experience working as a team leader of a consultant team, preferably of similar assignment(s);	30						
3.1.5	Knowledge and experience working with the VLA and its Legal Consultancy Centers, especially on issues related to VLA's legal aid activities is an asset	30						
3.2	Team member		150					
		<i>Sub-Score</i>						
3.2.1	Advanced university degree in law;	40						
3.2.2	A minimum of 7 years of work experience in justice issues; Experience working in the field of legal aid in Viet Nam is preferable;	30						

3.2.3	Excellent research writing skills in English and Vietnamese; Proven track record of conducting research and data analysis; Demonstrated experience in drafting surveys; Deep knowledge of survey methodology;	60						
3.3.4	Experience working as part of consultant team, preferably of similar assignment(s);	10						
3.3.5	Knowledge and experience working with the VLA and its Legal Consultancy Centers, especially on issues related to VLA's legal aid activities is an asset	10						
	Total Form 3		400					
	TOTAL		1000					

TERMS OF REFERENCE

Service	Capacity needs assessment of legal aid consultants and collaborators of the Vietnam Lawyers Association
Duty station:	Hanoi and 4 pilot provinces (Lai Chau, Yen Bai, Quang Nam, and Kien Giang)
Expected duration:	October to December 2019
Service provider:	National consultancy firm
Supervision:	The service provider will work closely with the Programme Officer in charge at the UNDP Governance and Participation Unit and the Viet Nam Lawyers Association

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. Legal Aid Law 2017 has expanded the scope of legal aid beneficiaries from 6 groups to 14 groups. The number of legal aid providers have also increased to adjust to the increase in the number of legal aid beneficiaries.

As one of eligible legal aid providers under the law, Viet Nam Lawyers Association (VLA) has an important role to play for the strengthening of access to justice for Vietnamese citizens through providing free legal advice and legal assistance. In order to do that, VLA manages 58 Legal Consultancy Centers which are VLA's legal aid providers in the provinces and centrally-run cities nationwide (hereinafter referred to as Centers). These services have helped beneficiaries improve their legal awareness and enable them to invoke their rights under the Constitution and laws.

In 2012 and 2015, VLA collaborated with UNDP Viet Nam and other partners to measure the performance of the justice system through two survey reports entitled "Justice Index", which were released in 2013 and 2016. The 2012 Justice Index "Assessment of Distributive Justice and Equality from a Citizen-Based Survey" showed that "inequality in access to legal information and services is a barrier in ensuring basic rights of people in practice". The 2015 Justice Index "Towards a Justice System for the People" reconfirmed the disparities in access to justice across different social groups, especially those who are underprivileged and vulnerable.

In order to meet the needs of people, especially of vulnerable groups, in accessing justice through professional legal services, it is essential to enhance the capacity of the legal aid service providers. However, capacity building cannot be fully effective without better understanding of their existing capacity and needs.

Responding to the demand and under the EU Justice and Legal Empowerment Programme (EU JULE), VLA partners with UNDP Viet Nam to develop a survey tool to assess the capacity needs for legal consultants and collaborators under VLA's management (hereafter referred to as "VLA's legal aid providers"). This assignment will build upon the previously developed needs assessment tool for legal aid providers managed by the Department of Legal Aid of the Ministry of Justice. "Based on this existing tool, VLA and UNDP Viet Nam will work together to 1) adapt and amend the existing tool to reflect the scope of work and the nature of responsibility of VLA's legal aid providers; 2) use the newly developed tool to survey (via emails or by post) in 30 provinces and cities in Vietnam, with in-depth interviews and group discussions in 4 provinces, including Lai Chau, Yen Bai, Quang Nam, and Kien Giang; 3) develop a report on the results of the survey assessing the current capacity and needs of VLA legal aid providers; and 4) organise a consultation workshop on the draft report to collect opinions/comments from representatives of VLA's Centers and others"

2. Objectives

- To understand the current capacity of legal consultants and collaborators of Legal Consultancy Centers under the Provincial Lawyers Associations (with strong focus on Lai Chau, Yen Bai, Quang Nam, and Kien Giang);
- To identify the needs of VLA's legal aid providers for training on knowledge, skills and working methods;
- To examining the challenges faced by VLA's legal aid providers, both individually and institutionally, in serving legal aid beneficiaries, especially vulnerable groups;
- To provide recommendations on training programmes/methods, as well as policy recommendations that aim to create an enabling environment for VLA's legal aid providers to better serve their clients.

3. Expected Outputs

The service provider, in collaboration with the VLA and UNDP Vietnam, shall work together with an international expert to deliver the outputs as described below: (Each expected output must be in both English and Vietnamese)

Outputs	Description	Expected Results	Deadlines
Output 1	Develop a workplan for implementing the activity	Approved workplan approved	October 2019
Output 2	Develop an outline of a capacity need assessment tool for VLA's legal aid providers (adapted from the existing tool for MOJ's legal aid providers)	Approved outline of the tool	October 2019
Output 3	Develop an outline of a research report on assessing current capacity and needs of VLA's legal aid providers	Approved outline of report	October 2019
Output 4	Develop a capacity need assessment tool for VLA's legal aid providers	Tool developed	October 2019
Output 5	With support by VLA and UNDP, conduct interviews and group discussions using the tool in 4 selected provinces; send and collect survey samples (via email/post) from other provinces and centers	The tool piloted	November 2019
Output 6	Draft research report using data collected from the survey tool	Draft report	November 2019
Output 7	Present the draft research report, including the final tool and survey findings at a consultation workshop	Power point presentation	December 2019
Output 8	Finalize research report on assessing current capacity and needs of VLA's legal aid providers	Final report approved and submitted.	December 2019

4. Survey locations and sampling:

In collaboration with UNDP and with support by VLA, the Service Provider is expected to conduct surveys with the suggested plan as follow:

Who	Where	Survey samples (via emails or by post)	Deep Interviews and group discussions
VLA's legal consultants collaborators	28 provinces	420 (15 samples*28 provinces)	
	Ha Noi and HCMC	100 (50 samples*2 cities)	
	6 VLA's Legal Consultancy Centers	60 (10 samples*6 centers)	
Procuracy, Court, Police	30 provinces and cities	450 (15 samples*30 provinces and cities)	
Political and social organizations	30 provinces and cities	300 (10 samples*30 provinces and cities)	
Beneficiaries	30 provinces and cities	900 (30 samples*30)	
VLA's legal consultants collaborators and beneficiaries	Lai Chau, Yen Bai, Quang Nam, and Kien Giang		60 (15 persons*4 provinces) (requires travels to the locations)

5. **Final product:**

01 research report in Vietnamese and English, maximum 35 pages excluding translation and annexes, which includes:

- Executive summary of 2000 - 3000 words (highlighting key findings, research methodologies and purposes)
- Analysis of the current capacity of legal aid providers of Legal Consultancy Centers under the Provincial Lawyers Associations;
- Identifications of the needs for capacity training of VLA's legal aid providers, including knowledge, skills and working methods;
- Individual, institutional and legal challenges that undermine performance of VLA's legal aid providers as well as the Legal Consultancy Centers;
- Concrete recommendations for capacity building, and legal/institutional changes that require to improve capacity and performance of VLA's legal aid providers;

6. **Expected Qualifications**

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

Senior technical expert – team leader:

- Advanced university degree in law;
- A minimum of 10 years of work experience in justice issues; Experience working in the field of legal aid in Viet Nam is preferable;
- Excellent research writing skills; Proven track record of conducting research and data analysis; Demonstrated experience in drafting surveys; Deep knowledge of survey methodology;
- Excellent English and Vietnamese language skills;
- Experience working as a team leader of a consultant team, preferably of similar assignment(s);

- Knowledge and experience working with the VLA and its Legal Consultancy Centers, especially on issues related to VLA's legal aid activities, is an asset;

Technical Expert:

- Advanced university degree in law;
- A minimum of 7 years of work experience in justice issues; Experience working in the field of legal aid in Viet Nam is preferable;
- Excellent research writing skills; Proven track record of conducting research and data analysis; Demonstrated experience in drafting surveys; Deep knowledge of survey methodology;
- Good English and Vietnamese language skills;
- Experience working as part of consultant team, preferably of similar assignment(s);
- Knowledge and experience working with the VLA and its Legal Consultancy Centers, especially on issues related to VLA's legal aid activities, is an asset;

7. Timing, duration and location

The Service provider shall work closely with an international expert on this assignment and deliver final outputs as described in Section 3 above. The duty station for this assignment shall be Hanoi and 04 selected provinces. The Service provider is expected to provide services specified in this TOR from October to December 2019.

8. Contract payment

- 20% of the contract value will be paid after UNDP receives and verifies output 1;
- 50% of the total contract value will be paid after UNDP receives and verifies outputs 2, 3, and 4;
- 30% of the total contract value will be paid after UNDP receives and verifies all remaining deliverables.

9. 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 VLA and UNDP Viet Nam.
- The Service Provider will provide a report on delivery of the service upon completion of the contract.

10. Admin support and reference documents

- UNDP will support the assignment through providing letters of introduction, coordinating the team to work with the VLA and international consultant. However, all administrative support required for this assignment (including interpretation, translation of the report into Vietnamese/English, translation the questionnaire into Vietnamese/English, etc.) must be provided by the contractor except as otherwise agreed between UNDP and the Contractor.
- The VLA will support the consultancy firm to conduct the survey by liaising with the Departments of Justice in the surveyed provinces and providing available data, reports, research.

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)
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- 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

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

conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

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

C. Qualifications of Key Personnel

The Service Provider must provide:

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

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

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

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

FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL⁶

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

The Proposer is required to prepare the Financial Proposal and upload in the e-Tendering system with **password protection**. Password for financial proposal **must not be provided** to UNDP until requested by UNDP.

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				

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

5. Equipment Lease				
6. Others				
III. Other Related Costs				
Applicable taxes				

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

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

CHECK LIST OF DOCUMENTS SUBMITTED BY BIDDERS

Note:

- Bidders are required to review carefully this checklist before submitting proposal to ensure complete submission.
- Technical and Financial Proposals are to be uploaded in the E-tendering system by **Wednesday, September 25, 2019 (New York time)**.
- Financial Proposal **must be password protected** and Password for financial proposal **must not** be provided to UNDP until requested by UNDP.
- Email and proposal should indicate clearly the name of tender.

Item	Documents	To be completed by bidders		
		Doc submitted Y/N	Number of pages	Remarks
1	Fully filled Technical proposal (pls. refer to template in Annex 2-a) with copies/scan of supporting documents			
2	Dully signed Price Schedule (password protected and password for financial proposal must not be provided to UNDP until requested by UNDP)			
3	This duly filled, checked, certified submission checklist to be attached to the submission			
4	CVs of the key personnel			

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

[Designation]

[Date]

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 **Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term

"Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

Contract templates and General Terms and Conditions

- Please find below link to the contract template:

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

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