



REQUEST FOR PROPOSALS

Empirical Study to Measure Justice based on Citizen's Experience in Viet Nam ('Justice Index')

Project: Empirical Study to Measure Justice based on Citizen's Experience in Viet Nam ('Justice Index')

Vietnam

**United Nations Development Programme
November 2015**

Section 1. Letter of Invitation

Hanoi, 12 November 2014

Empirical Study to Measure Justice based on Citizen's Experience in Viet Nam ('Justice Index')

Dear Sir/Madam,

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Form for Performance Security
- Section 9 – Form for Advanced Payment Guarantee
- Section 10 – Contract for Professional Services, including General Terms and Conditions
- Section 11 – Submission check list
- Section 12 – TOR or “Quantitative methodology expert” and “legal expert”.

Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

United Nations Development Programme
Procurement Unit
Attn: Ms. Nguyen Thi Hoang Yen
Procurement Associate
Email: nguyen.thi.hoang.yen@undp.org

The letter should be received by UNDP no later than 19 November 2014. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Tran Thi Hong
Head, Procurement Unit

Section 2: Instruction to Proposers

Definitions

- a) “*Contract*” refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “*Country*” refers to the country indicated in the Data Sheet.
- c) “*Data Sheet*” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) “*Day*” refers to calendar day.
- e) “*Government*” refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) “*Instructions to Proposers*” (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) “*LOI*” (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) “*Material Deviation*” refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) “*Proposal*” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) “*Proposer*” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) “*RFP*” refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) “*Services*” refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) “*Supplemental Information to the RFP*” refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- n) “*Terms of Reference*” (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencycdocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.
6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :
 - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
 - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) 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 last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor

- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes **MUST BE COMPLETELY SEPARATE** and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer’s name and address, as well as a warning that state “*not to be opened before the time and date for proposal opening*” as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP’s deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by

sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".

25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.

25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

(TP Rating) x (Weight of TP, e.g. 70%)

+ (FP Rating) x (Weight of FP, e.g., 30%)

Total Combined and Final Rating of the Proposal

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;

- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

31. Responsiveness of Proposal

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Repairable Errors and Omissions

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for details)

34. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary 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.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by

and between the successful Proposer and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

<http://www.undp.org/procurement/protest.shtml>

Instructions to Proposers

DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	Legal Empowerment through Support to the Vietnam Lawyers' Association (Project 68222)
2		Title of Services/Work:	Empirical Study to Measure Justice based on Citizen's Experience in Viet Nam ('Justice Index')
3		Country / Region of Work Location:	Viet Nam
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others (pls. specify) _____
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input type="checkbox"/> Allowed <input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered <input type="checkbox"/> Shall be considered. A proposer may submit an alternative proposal, but only if it also submits a proposal that meets the base case. UNDP shall only consider the alternative proposals offered by the Proposer whose proposal for the base case was determined to be the proposal with the highest evaluated score.
7	C.22	A pre-proposal conference will be held on:	Time: 10.00 am Date: Thursday 20 November 2014 Venue: Lotus meeting room, UNDP Vietnam 72 Ly Thuong Kiet Street, Hanoi Please confirm your participation to the pre-proposal conference through email to the following person: Ms. Nguyen Thi Hoang Yen, Procurement Associate Address: 25-29 Phan Boi Chau Street, Hanoi Telephone: +84-4-39421495 Ext. 226 E-mail: nguyen.thi.hoang.yen@undp.org
8	C.21	Period of Proposal Validity	<input type="checkbox"/> 60 days

		commencing on the submission date	<input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input type="checkbox"/> Required Amount : _____ Form: _____ <input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security	<input type="checkbox"/> N/A
11	B.9.5 C.15.4 a)	Validity of Proposal Security	N/A
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input type="checkbox"/> Will not be imposed <input type="checkbox"/> Will be imposed under the following conditions : Percentage of contract price per day of delay : _____ Max. no. of days of delay : _____ After which UNDP may terminate the contract.
14	F.37	Performance Security	<input checked="" type="checkbox"/> Required Amount : <u>10% of contract value</u> Form: _____ <input type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency Note: For local bidders, in case selected, contract will be issued in Vietnam Dong using UN Exchange Rate on submission deadline.
16	B.10.1	Deadline for submitting requests for clarifications/ questions	05 work days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ⁵	Focal Person in UNDP: Ms. Nguyen Thi Hoang Yen Email: nguyen.thi.hoang.yen@undp.org Tel: +84-4-39421495 Ext. 226
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input type="checkbox"/> Direct communication to prospective Proposers by email or fax <input checked="" type="checkbox"/> Direct communication to prospective Proposers by email and Posting on the website: http://www.vn.undp.org/content/vietnam/en/home/operat

⁵ 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 officially received.

			ions/procurement/procurement_notices.html
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original : 1 original Copies : 2 copies
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<p><u>By email:</u></p> <p>E-mail address for proposal submission: bidding.vn@undp.org</p> <p>With subject: (Name of bidder) RFP for Survey team “Justice Index” (Email ... of ...)</p> <p><u>By hard copy:</u></p> <p>Please submit proposals to:</p> <p>Ms. Huynh Huong Thanh Administrative Assistant UNDP Vietnam 72 Ly Thuong Kiet Street, Hanoi, Vietnam Tel: +84-4-39421495 Ext. 224</p> <p>For both submission methods, please notify the following persons that you already submitted proposal and the number of email submitted (in case submitted by email): nguyen.thi.hoang.yen@undp.org and huynh.huong.thanh@undp.org</p> <p>(Notification emails should be sent to above persons by submission deadline or right after you submit proposals)</p>
21	C.21 D.24	Deadline of Submission	<p><u>Submission of proposal:</u> 8 December 2014 (Hanoi time)</p> <p><u>Submission of password to open proposal for electronic submission:</u> 9 December 2014 (Hanoi time)</p>
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Proposals
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: bidding.vn@undp.org <input checked="" type="checkbox"/> Free from virus and corrupted files <input checked="" type="checkbox"/> Format : PDF files only, password protected <input checked="" type="checkbox"/> Password <u>must not</u> be provided to UNDP until 9 December 2014. <input checked="" type="checkbox"/> Max. File Size per transmission: 07 MB <input checked="" type="checkbox"/> Mandatory subject of email : (Name of bidder) RFP for Survey team “Justice Index” (Email ... of ...) <input checked="" type="checkbox"/> Time Zone to be Recognized: Hanoi time <input type="checkbox"/> Other conditions:

24	D.23.1	Date, time and venue for opening of Proposals	Date: 10 December 2014 Time: 10.00 am Venue: UNDP Vietnam
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 03 Clients in terms of Contract Value the past 5 years. At preliminary review of the proposals, if UNDP observes that bidders, by oversight, did not provide any of the documents in the submission checklist, which does not affect the substance of the technical component nor their financial offers such as: certificates, business registration, ect... UNDP will provide bidders a chance to supplement them within 3 days after UNDP notifies bidders of such missing documents.
27		Other documents that may be Submitted to Establish Eligibility	
28	C.15	Structure of the Technical Proposal	See Section 4, 5, 6,7 & 11
29	C.15.2	Latest Expected date for commencement of Contract	January 2015
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	January to September 2015
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only <input type="checkbox"/> One or more Proposers
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	(See Tables below) Technically qualified threshold: 700 points/1000 points
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the Proposer on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the RFP

			requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input type="checkbox"/> Others [pls. specify]
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> UNDP's receipt and acceptance of Performance Security <input checked="" type="checkbox"/> Contractor signs and stamps on the contract
35		Other Information Related to the RFP	

TECHNICAL EVALUATION CRITERIA:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise and Capacity of Firm / Organisation submitting proposal	20%	200					
2.	Adequacy of the proposed approach, methodology and workplan responding to the ToR	40%	400					
3.	Personnel competencies and human resource organisation	40%	400					
Total			1000					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise and Capacity of Firm / Organization submitting Proposal

Form 2: Adequacy of the proposed approach, methodology and workplan responding to the ToR

Form 3: Personnel competencies

Technical Proposal Evaluation Form 1		Points	Company / Other Entity				
			A	B	C	D	E
Expertise and Capacity of Firm / Organisation submitting Proposal							
1.1	Reputation of organisation and staff (Competence / Reliability)	40					
1.2	Litigation and Arbitration history	10					

1.3	Organisational 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 / organisation, strength of project coordination and support, ...)	30					
1.4	Quality assurance procedures, warranty	10					
1.5	Previous experience of conducting empirical research (i.e. field surveys and face-to face-interviews) in Viet Nam	60					
1.6	Previous experience in conducting empirical research on democratic governance, justice, human rights, public participation in Viet Nam	50					
		200					

Technical Proposal Evaluation		Points	Company / Other Entity				
Form 2			A	B	C	D	E
Adequacy of the proposed approach, methodology, workplan and quality control responding to the TOR							
2.1	Does the suggested workplan 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?	100					
2.3	Does the proposal commit commissioning a strong team of national senior advisors for quality assurance of the expected outputs?	50					
2.4	Does the proposal commit adequate human and logistical resources (including field-controller, support staff, translation/interpretation etc.) to ensure high-quality and timely delivery of the report?	100					
2.5	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient delivery of quality report?	100					
		400					

Technical Proposal Evaluation Form 3			Points	Company / Other Entity				
				A	B	C	D	E
Personnel competencies								
3.1	Lead Senior <u>National</u> Expert		180					
		Sub-score						
	Qualification (post-graduate degree in economics or political science with at least 15 years of professional experience)	25						

	Proven experience in empirical research on and expertise in democratic governance, judicial reform, human rights and public participation	50						
	Experience in applied research and analysis (experience in data collection and analysis on democratic governance, including justice, human rights and public participation); Proven record of experience in participatory action research	45						
	Management skills, interpersonal and team-work	15						
	Drafting skills	45						
		180						
3.2	Senior <u>National</u> Expert		120					
		Sub-score						
	Qualification (post-graduate degree in social science, economy/finance, political science/public administration with at least 10 years of professional experience)	20						
	Proven experience in empirical research on and expertise in democratic governance, judicial reform, human rights and public participation	40						
	Experience in applied research and analysis (both qualitatively and quantitatively); Proven record of experience in participatory action research	40						
	Management skills, interpersonal and team-work	20						
		120						
3.3	<u>National</u> Statistician		100					
		Sub-score						
	Qualification (university degree or equivalent in information technology (IT), statistics or related fields with at least 5 years of professional experience)	30						
	Experience in collection and analysis of primary and secondary data, including competence in STATA software application	50						
	Experience in reporting in both English and Vietnamese languages	20						
		100						
	TOTAL form 3		400					

Note:

- It is mandatory to the core team of experts to include, but not be limited to, one lead senior expert, one senior expert and one statistician. **Proposals failed to comply with this mandatory requirement will be rejected.**
- Only proposals meeting the minimum score of 700/1000 points shall be further evaluated in financial evaluation stage.

Section 3: Terms of Reference (TOR)

TITLE:	Empirical Study to Measure Justice based on Citizen's Experience in Viet Nam ('Justice Index')
PROJECT	Legal Empowerment through Support to the Vietnam Lawyers' Association (Project 68222)
DUTY STATION:	Viet Nam
EXPECTED DURATION:	From January to September 2015

1) GENERAL BACKGROUND

Vietnam has officially embarked on legal and judicial reforms since 2005, though calls for economic reform and "*doi moi*" were proclaimed much earlier (since mid 1980s), following the vision and objectives set forth in the two Politburo's Resolutions, the Legal System Development Strategy (Resolution 48 on LSDS) and the Judicial Reform Strategy (Resolution 49). Key principles for undertaking reforms are denoted in these strategies, among others, to ensure:

- "The combined strength of the entire society must be mobilized in the judicial reform process. Judicial institutions and judicial support agencies must be put under the oversight of the people-elected bodies and of the people".¹⁰
- "further promote democracy and accelerate legality during the development, improvement, and implementation of the law" and "execute the Strategy (LSDS) in line with administrative and judicial reform through resolute steps and concentration,... and fully ascertain the pre-conditions to guarantee the effectiveness and enforceability of the law".¹¹

The National Steering Committee for Judicial Reform (NSCJR) was established and tasked to coordinate and advance reform in judicial sector in 2005. In order to assess pace of the reform, obstacles and to identify priorities for achieving the reform targets by 2020, the Committee has commissioned two assessments of the implementation of Resolution 49, a five-year review in 2010 and an eight-year review in 2013. As outcome of the second review, the Central Party Committee issued Conclusion 92-KL/TW, giving guidance to continue the Strategy implementation and the preparation for an overall scheme to renovate the operation and functions of judicial institutions in the period of 2016-2020.¹²

The NSCJR's assessments involved all central agencies and Provincial Steering Committees for Judicial Reform, which mainly relied on internal report and self-assessment of central institutions and local governments.¹³ Results of these reviews clearly demonstrate that in absence of an effective mechanism for monitoring activities related to justice sector reform—in particular public feedback on performance of justice institutions and officials at all hierarchies—challenges remain with the NSCJR in two fronts: build consensus for change, and increase public confidence in justice institutions.

To produce evidence-based analysis and policy recommendation, policy makers and researchers are searching for objective sources of information and independent assessments, in particular, information which captures public opinions, including private enterprises and individuals from all walks of life. Over the past 10 years, there are outstanding efforts to gauge public opinions in regulatory framework and local

¹⁰ Resolution 49 of the Politburo on Judicial Reform Strategy to 2020, Section 2.3

¹¹ Resolution 48 of the Politburo on Legal System Development Strategy, Section 2.4 & 2.5

¹² Conclusion n0.92-KL/TW, dated 12 March 2014, of Central Party Committee on continuation of the Resolution 49 implementation.

¹³ Report no.35-BC/CCTP of National Steering Committee on Judicial Reform on assessment of 8-year implementation of Resolution 49 and Judicial Reform Strategy, dated 12 March 2014.

governance. For examples: the *Provincial Competitiveness Index* (PCI)¹⁴ is designed to assess the ease of doing business, economic governance, and administrative reform efforts by local governments, using data of a nationwide survey of domestic firms and foreign invested enterprises about local economic governance and the business environment. The *Provincial Governance and Public Administration Performance Index* (PAPI)¹⁵ aims to support transparency, enlarge the 'space' for citizen participation in policy planning, implementation, and monitoring, and to expand the pool of quantitative data available for policy formulation and improvement. Through annual surveys since 2011, it captured and reflected the experiences of nearly 50,000 citizens across 63 provinces and cities in Viet Nam.

In measuring justice, experiments have been made to assess public awareness to legal information and mechanisms for dispute resolution, notably *Access to Justice* surveys commissioned by UNDP in 2004 and 2010. In 2011, an empirical study on distributive justice in Viet Nam has been launched in partnership between Vietnam Lawyers' Association (VLA) and UNDP, which aims to expand the evidence base for justice sector's policy making, implementation and monitoring. Following a pilot survey carried out at 3 provinces in 2011, the study in 2012 expanded the coverage to 21 provinces, measuring the extent to which the state and its administrative units adhere to the pledge of promoting justice, equality and non-discrimination to the people. As results, the *Justice Index: Assessment of Distributive Justice and Equality from a Citizen-based Survey in 2012* (2012 Justice Index) was published in October 2013. This is the first empirical justice index in Viet Nam directly informed by opinions of over 5,000 respondents across 21 surveyed provinces.

Building on the 2012 Justice Index, VLA and UNDP will continue to support the creation of a sustainable mechanism of using public opinions to stimulate policy changes and to monitor performance of justice institutions. The empirical study on distributive justice will be continued, aiming to strengthen the quantitative methodology of Justice Index and explore how best to broaden its scope to ensure the greater inclusiveness and participation.

Under this Terms of Reference (TOR), UNDP Viet Nam and the VLA are calling for **technical and financial proposals from local NGOs or national consultancy firms that can join VLA and UNDP** in executing a new round of Justice Index in accordance with objectives, expected outputs and other requirements as specified herewith.

2) OBJECTIVES

2.1. Main objective

To measure the provincial performance in guarantee of justice, equality and non-discrimination to the people living in the respective province, basing on opinions and feedback of citizens from all provinces and cities in Vietnam.

2.2. Specific objectives

- To strengthen the Justice Index constructed in 2012 (based on a set of indicators and methodology) and explore the best option to broaden its scope toward increased participation and inclusiveness;
- To collect data through conducting surveys in all provinces and cities of the country to gauge experiences of citizens with the local justice system, which enables the construction of the Justice Index;
- To produce a comprehensive report on: (i) methodology, (ii) data-collection, (iii) analysis and assessment of justice performance by province, and (iv) recommendations for policy makers and users of the Justice Index as an instrument for policy formulation and monitoring.

The Justice Index is expected to serve as a tool that supports and complements national efforts in advancing the judicial reform and expanding the evidence base for monitoring performance of justice

¹⁴ <http://eng.pcivietnam.org/>.

¹⁵ <http://papi.vn/en/>.

institutions by all stakeholders in the society.

3) SCOPE OF WORK AND METHODOLOGY

3.1 Scope of the research

The research will provide an overview of citizens' experience of the justice system in their respective provinces to be reflected in a justice performance index across all provinces and cities in Viet Nam.

In particular, the Justice Index will ensure the coverage of three domains of law and justice, including:

- Accessible law and public awareness
- Institutional performance
- Protection of rights in practice

The three domains will be assessed against different areas to be considered and identified, but focusing on five dimensions as accessibility; equity; integrity; reliability and efficiency; and guarantee of fundamental rights.

3.2 Methodology

- The successful Local Service Contractor will work under the supervision of UNDP Viet Nam (Governance and Participation Unit respectively) and the VLA during the research to strengthen the quantitative methodology, set of indicators and approaches to data collection in measuring citizen's experiences with local justice institutions.
- Suggested research methods will include
 1. *Desk review* of published and accessible documents and publications on the matters under research or relevant issues for secondary data;
 2. *Interviews and focus group discussions* with citizens at large within the scope and coverage of the research for primary data; and,
 3. *Case studies* on thematic issues which help shed lights on administration of justice at selected localities with distinct geographical and demographic characteristics.
- Details of survey methodology and approach used in 2012 Justice Index can be found in reference documents in Section 7, which prioritize:
 - multistage probability sampling for household respondents;
 - household survey to be carried out in form of a face-to-face interview, using a same set of questionnaire as survey instrument;
- The contractor in collaboration with two researchers (to be recruited separately, see Section 7 for TOR of the external researchers) shall have to:
 - generate necessarily primary information which will be used to develop into a set of indicators for measuring citizen's experience of justice at provincial level;
 - use a set of questionnaire—developed by legal expert to interview household-based informants, and ensure that ordinary informants can meaningfully engage with the survey instrument;
- In addition to the contractor's core team of senior experts that will be responsible for the timeliness and quality of the outputs mentioned in Section 3 above, the contractor will need to formulate an Advisory Board whose role is to provide quality assurance of the index. This advisory group will be composed of national senior experts in the field of study and will be selected based on their proven expertise and relevance in designing, implementing and participating in this type of exercise.

3.3 Sampling requirements for data collection

- Sampling for citizens' experience and feedback research shall be based on the mobilization of respondents from a wide range of demographic backgrounds.
- In 2012 Justice Index, a standard sample size of three (3) districts per province, two (2) communes per district, two (2) villages per commune; and a population size of 180 persons per province randomly selected is strictly followed in the sampling process. However, interested bidders are encouraged to propose alternate option(s) for sampling as long as it serves the research's objectives.

Interested bidders in their technical proposals have to ensure the target population and locations for fieldwork to be selected as based on objective and robust justification standards in accordance with the suggested sample size.

4) RESEARCH PROCESS AND EXPECTED OUTPUTS

The research project, according to this TOR, and under the supervision of UNDP and the VLA, shall be undertaken in four (4) stages specified below:

Stage 1: Validation of the research's concept, methodology, sampling and data collection approach

- Output 1.1: The research's concept and methodology refined on the basis of collaboration among a team of the contractor's experts, two independent researchers brought in by VLA/UNDP, and UNDP Programme Officer on Rule of Law and Access to Justice.
- Output 1.2: Survey methodology, set of indicators, sampling and data collection approaches refined to ensure evidence-based, objectivity, reliability and quality of the research's outputs.
- Output 1.3: Training materials developed and necessary training to survey monitors and enumerators conducted.

Stage 2: Fieldwork (face-to-face interview) conducted for data collection

- Output 2.1: Survey conducted following a standard sample size of: three (3) districts per province, two (2) communes per district, two (2) villages per commune; and a population size of 180 persons per province randomly selected. In line with Section 3.3 on sampling requirements, the sample size can be subject to an alternate option which is agreeable between UNDP and the contractor.
- Output 2.2: Brief field reports sent to UNDP/VLA upon the completion of fieldwork in one third of the provinces/cities, and two third of the provinces/cities.
- Output 2.3: Cleaned and certified set of primary data in both English and Vietnamese collected from all provinces and cities. The primary data is entered into a dataset for inventory and analysis.

Stage 3: Data processing and public consultation of the primary findings and policy recommendations

- Output 3.1: Data analysis, construction of the index in collaboration with two independent researchers and UNDP Programme Officer on Rule of Law and Access to Justice.
- Output 3.2: The research's initial findings and policy recommendations consulted with key stakeholders, the consultation organized in coordination with UNDP and the VLA.

Stage 4: Research report finalized for circulation

- Output 4.1: Research report co-authored by the team of experts finalized and published.

Upon completion of the research study, the contractor will submit to UNDP and VLA a completion report which covers (i) suggestions for adjustments in terms of survey methodology, data processing and analysis; (ii) lessons learnt in particular constraints and difficulties confronted by surveyors in seeking citizens' perspectives and feedback during fieldwork, and (iii) recommendations for quality assurance of the research's process and outcome.

5) INDICATIVE TIMELINE

The research timeframe will be nine months starting from January to September 2015 in line with the implementation stages of the research (see Section 4 above) and the indicative timeline suggested below.

Event	Deadline	Key Deliverables/Outputs
Procurement of Local Service Contractor	Dec 2014	Service contract signed.
Stage 1: Validation of the research's concept, methodology, sampling and data collection approach	Jan-Mar 2015	Concept and methodology of the empirical research study refined; Survey instrument finalized and ready for fieldwork.
Stage 2: Fieldwork conducted for data collection	Mar-May 2015	Fieldwork completed at all provinces/cities; certified set of primary data in both English and Vietnamese submitted to UNDP/VLA.
Stage 3: Data processing and public consultation	Jun-Aug 2015	Construction of index completed, initial findings and recommendations consulted with key stakeholders.
Stage 4: Research report finalized and published	Aug-Sep 2015	Co-authored research report ready for circulation.
Completion of the research	Sep 2015	Contractor's completion report with all required supporting documentation submitted to UNDP/VLA.

According to the above indicative timeline, interest bidders shall develop a proposal with detailed and feasible plan on how to carry out the research in line with the research objectives, expected outputs and other requirements set forth in this TOR.

6) COMPOSITION OF THE RESEARCH TEAM

Interested bidders shall suggest the composition of the team to ensure sufficient personnel competencies to carry out and control the quality of the research project.

It is stressed, however, that the following core team of experts of any interested bidders **must** include, but not be limited to, one national lead senior expert, one national senior expert and one national statistician.

The core team of experts should meet the requirements in the evaluation table in the RFP:

- Postgraduate degrees in social sciences, economics, political sciences, public administration or related fields;
- Proven experience in empirical research on and expertise in democratic governance, judicial reform, human rights and public participation;
- Proven record of experience in participatory action research;
- Proven competence in using statistics software for data analysis (competence in using STATA statistics software preferred);
- Proven interpersonal and team-work skills;
- Proven command of written English and Vietnamese languages.

For quality control, interested bidders shall assign a qualified field controller to monitor the rolling out of fieldwork and data collection.

It is required that interested bidders commit to providing adequate human and logistical resources for fieldwork and administrative support for the research to be conducted successfully. In their proposals, it is expected that methods to mobilize survey enumerators and mechanism to quality control are clearly articulated.

In addition, interested bidders shall include **one (1) sample publication** that involves the core team, or one sample publication by one member of the suggested core team enclosed to their CVs for tender assessment.

7) REFERENCE DOCUMENT

Interested bidders may visit UNDP Vietnam website to find the reference documents below:

- 2011 Report “Measuring Citizen’s Perception and Experience on Justice: Findings and Recommendations from a Three Province Pilot”,
http://www.vn.undp.org/content/vietnam/en/home/library/democratic_governance/Measuring-citizens-perception-and-experience-on-justice-Findings-and-recommendations-from-a-three-province-pilot.html.
- 2013 Report “Justice Index: Assessment of Distributive Justice and Equality from a Citizen-based Survey in 2012”,
http://www.vn.undp.org/content/vietnam/en/home/library/democratic_governance/justice_index_report.html.

In addition, TORs for quantitative methodology expert and legal expert can be found as Annex 1 & 2 of this TOR.

8) PROVISION OF MONITORING AND PROGRESS CONTROLS

8.1 The successful bidder will be accountable to UNDP on the timeliness and quality of the research’s outputs. During the implementation of the research project, the contractor will report to UNDP/VLA on the research progress on a monthly basis as well as will submit drafts of TOR-required deliverables to UNDP and VLA for discussion and comment.

Given the bidder shall team up with the international expert on quantitative methodology and the legal expert (see TOR in Section 7) during the research and vice versa, the bidder as well as each independent expert are responsible for the tasks specified in their respective TOR, at the same time, they are jointly responsible for the final product of this research project. The bidder takes lead on survey, information collection, while international expert is responsible for quantitative methodology and national expert leads the questionnaire construction.

8.2 UNDP and VLA will provide the following support where deemed appropriate:

- Substantive inputs in and quality control of deliverables;
- Arrangement of introduction letters and/or requests for meetings/interviews upon request;

8.3 Monitoring and progress controls:

- The contractor report to UNDP officer in charge, Programme Officer on Rule of Law and Access to Justice;
- Upon contract signing, the contractor shall agree on the detailed tasks , survey plan and timeline with UNDP/ VLA;
- UNDP/VLA and the relevant stakeholders will review and comment on the contractor’s required outputs/deliverables as specified in this TOR;
- The contractor to reflect the comments and submit revised output(s) and report(s) for consideration;

- UNDP/VLA shall monitor every stage of the research project and evaluate every stage's outputs/deliverables as described in the Section 4 of this TOR;

UNDP shall disburse instalments to the contractor against the payment milestones set out in Section 9 below. Each payment shall be made upon UNDP/VLA's satisfaction with the deliverables.

9) PAYMENT TERMS

UNDP shall effect payments to the successful contractor upon UNDP/VLA's satisfaction with expected deliverables set forth in Section 4 above and in line with the following payment milestones:

Milestone	Installment	Deliverable
1 st payment	10% of contract value	Upon receipt and acceptance of detailed workplan.
2 nd payment	30% of contract value	Upon receipt and acceptance of refined methodology and approach for data collection (end of Stage 1).
3 rd payment	30% of contract value	Upon receipt and acceptance of the field report upon completion of fieldwork in 21 provinces/cities.
4 th payment	20% of contract value	Upon receipt and acceptance of a cleaned dataset for data analysis and reporting (end of Stage 3).
Final payment	10% of contract value	Upon publication of the research report and submission of contractor's completion report to UNDP/VLA (completion of the research).

Annex to TOR: TORs of “Quantitative methodology expert” and “legal expert”

ANNEX 1 - TERMS OF REFERENCE - NATIONAL LEGAL EXPERT

TITLE:	National Legal Expert for “Empirical Study to Measure Justice based on Citizen’s Experience in Viet Nam (‘Justice Index’)”
PROJECT	Strengthening Capacity of the Vietnam Lawyers’ Association (Project 42690)
DUTY STATION:	Hanoi, Viet Nam
EXPECTED DURATION:	From January to September 2015

1) GENERAL BACKGROUND

Viet Nam has officially embarked on legal and judicial reforms since 2005, though calls for economic reform and “*doi moi*” were proclaimed much earlier (since mid 1980s), following the vision and objectives set forth in the two Politburo’s Resolutions, the Legal System Development Strategy (Resolution 48 on LSDS) and the Judicial Reform Strategy (Resolution 49). Key principles for undertaking reforms are denoted in these strategies, among others, to ensure:

- “The combined strength of the entire society must be mobilized in the judicial reform process. Judicial institutions and judicial support agencies must be put under the oversight of the people-elected bodies and of the people”.¹⁶
- “further promote democracy and accelerate legality during the development, improvement, and implementation of the law” and “execute the Strategy (LSDS) in line with administrative and judicial reform through resolute steps and concentration,... and fully ascertain the pre-conditions to guarantee the effectiveness and enforceability of the law”.¹⁷

The National Steering Committee for Judicial Reform (NSCJR) was established and tasked to coordinate and advance reform in judicial sector in 2005. In order to assess pace of the reform, obstacles and to identify priorities for achieving the reform targets by 2020, the Committee has commissioned two assessments of the implementation of Resolution 49, a five-year review in 2010 and an eight-year review in 2013. As outcome of the second review, the Central Party Committee issued Conclusion 92-KL/TW, giving guidance to continue the Strategy implementation and the preparation for an overall scheme to renovate the operation and functions of judicial institutions in the period of 2016-2020.¹⁸

The NSCJR’s assessments involved all central agencies and Provincial Steering Committees for Judicial Reform, which mainly relied on internal report and self-assessment of central institutions and local governments.¹⁹ Results of these reviews clearly demonstrate that in absence of an effective mechanism for monitoring activities related to justice sector reform—in particular public feedback on performance of justice institutions and officials at all hierarchies—challenges remain with the NSCJR in two fronts: build consensus for change, and increase public confidence in justice institutions.

To produce evidence-based analysis and policy recommendation, policy makers and researchers are searching for objective sources of information and independent assessments, in particular, information which captures public opinions, including private enterprises and individuals from all walks of life. Over the past 10 years, there are outstanding efforts to gauge public opinions in regulatory framework and local governance. For examples: the *Provincial Competitiveness Index* (PCI)²⁰ is designed to assess the ease of doing business, economic governance, and administrative reform efforts by local governments, using data of a nationwide survey of domestic firms and foreign invested enterprises about local economic governance and the business environment. The *Provincial Governance and Public Administration Performance Index* (PAPI)²¹ aims to support transparency, enlarge the ‘space’ for citizen participation in policy planning, implementation,

¹⁶ Resolution 49 of the Politburo on Judicial Reform Strategy to 2020, Section 2.3

¹⁷ Resolution 48 of the Politburo on Legal System Development Strategy, Section 2.4 & 2.5

¹⁸ Conclusion n0.92-KL/TW, dated 12 March 2014, of Central Party Committee on continuation of the Resolution 49 implementation.

¹⁹ Report no.35-BC/CCTP of National Steering Committee on Judicial Reform on assessment of 8-year implementation of Resolution 49 and Judicial Reform Strategy, dated 12 March 2014.

²⁰ <http://eng.pcivietnam.org/>.

²¹ <http://papi.vn/en/>.

and monitoring, and to expand the pool of quantitative data available for policy formulation and improvement. Through annual surveys since 2011, it captured and reflected the experiences of nearly 50,000 citizens across 63 provinces and cities in Viet Nam.

In measuring justice, experiments have been made to assess public awareness to legal information and mechanisms for dispute resolution, notably *Access to Justice* surveys commissioned by UNDP in 2004 and 2010. In 2011, an empirical study on distributive justice in Viet Nam has been launched in partnership between Vietnam Lawyers' Association (VLA) and UNDP, which aims to expand the evidence base for justice sector's policy making, implementation and monitoring. Following a pilot survey carried out at 3 provinces in 2011, the study in 2012 expanded the coverage to 21 provinces, measuring the extent to which the state and its administrative units adhere to the pledge of promoting justice, equality and non-discrimination to the people. As results, the *Justice Index: Assessment of Distributive Justice and Equality from a Citizen-based Survey in 2012* (2012 Justice Index) was published in October 2013. This is the first empirical justice index in Viet Nam directly informed by opinions of over 5,000 respondents across 21 surveyed provinces.

Building on the 2012 Justice Index, VLA and UNDP will continue to support the creation of a sustainable mechanism of using public opinions to stimulate policy changes and to monitor performance of justice institutions. The empirical study on distributive justice will be continued, aiming to strengthen the quantitative methodology of Justice Index and explore how best to broaden its scope to ensure the greater inclusiveness and participation.

Under this Terms of Reference (TOR), UNDP Viet Nam and the VLA are calling for technical and financial proposals from national senior legal experts/researchers who are interested at joining our research team of the selected consulting firm in executing a new round of Justice Index in accordance with objectives, expected outputs and other requirements as specified herewith. In this research project, the national researcher will team up with a research team to be engaged outside the scope of this TOR.

2) OBJECTIVES

2.1 Overall objective

To measure the provincial performance in guarantee of justice, equality and non-discrimination to the people living in the respective province, basing on opinions and feedback of citizens from all provinces and cities in Viet Nam.

2.2 Specific objectives

One national legal expert will be engaged to

- Work effectively with other members in the research team and under supervision of UNDP Viet Nam (Governance and Participation Unit respectively) and the VLA to design the concept, indicators and methodology to gauge people's perception and experiences on justice across all provinces and cities in Viet Nam;
- Strengthen the Justice Index constructed in 2012 (based on a set of indicators and methodology) and explore the best option to broaden its scope toward increased participation and inclusiveness;
- Lead the construction of the survey questionnaire and instrument which will be executed by the research team in coherence with the designed concept and methodology;
- Participate, under the supervision of international expert on quantitative methodology, on data analysis and construction of the index;
- Produce a comprehensive report jointly with the research team, in particular, responsible for parts relate to: (i) analysis and assessment of justice performance by province; and (ii) recommendations for policy makers and users of the Justice Index as an instrument for policy formulation and monitoring.

The Justice Index is expected to serve as a tool that supports and complements national efforts in advancing the judicial reform and expanding the evidence base for monitoring performance of justice institutions by all stakeholders in the society.

3) SCOPE OF WORK AND METHODOLOGY

3.1 Scope of work

In general, the research will provide an overview of citizens' experience of the justice system in their respective provinces

to be reflected in a justice performance index across all provinces and cities in Viet Nam.

In particular, the Justice Index will ensure the coverage of three domains of law and justice, including:

- Accessible law and public awareness
- Institutional performance
- Protection of rights in practice

The three domains will be assessed against different areas to be considered and identified, but focusing on five dimensions as accessibility; equity; integrity; reliability and efficiency; and guarantee of fundamental rights.

3.2 Methodology

The legal expert will work with other members of the research team and under the supervision of UNDP Viet Nam (Governance and Participation Unit respectively) and the VLA to strengthen the quantitative methodology, set of indicators, construction of the Justice Index and presentation of the research's findings and policy recommendations.

The total number of working days is estimated as 52 days. More specifically, the legal expert is expected to be engaged in the following tasks:

- Desk review on law and justice in Viet Nam ~ 6 working days: the legal experts will generate necessarily primary information to strengthen the research concept in line with the country's development context.
- Construct the survey questionnaire and instrument ~ 12 working days: the legal expert to lead the questionnaire construction in collaboration with other research team members. In 2012 Justice Index, a set of questionnaire was developed, which will be subject to review and refinement.
- Attend fieldwork in one province ~ 4 working days: the legal expert to observe fieldwork at one province and provide feedbacks to UNDP/VLA for possible improvement both on the survey instrument, operation and quality control.
- Data analysis and index construction ~ 16 working days: based on the dataset collected from fieldwork, the legal expert will work under supervision of international expert on quantitative methodology, using the cleaned and certified dataset synthesized from fieldwork.
- Write up the research report in collaboration with the research team, in particular, responsible for parts on (i) analysis and assessment of justice performance by province, and (ii) policy recommendations ~ 12 working days.
- Join UNDP/VLA and other experts to present the research's findings and recommendations ~ 2 working days.

3.3 Duration of the assignment, duty station and expected places of travel

In line with the above-mentioned methodology, the legal expert will be contracted with approximately **52 working days** for this assignment. Most of the time, s/he will work in Hanoi, except for the time dedicated to attend survey operation at one province (about 4 working days) during the entire research process.

Accordingly, the expert should make his/her own estimate of the time taken to complete the assignment in line with this TOR and his/her technical proposal, and use this estimate as the basis of financial proposal to be submitted to UNDP.

4) RESPONSIBILITIES AND EXPECTED OUTPUTS

The research project, according to this TOR, and under the supervision of UNDP and the VLA, shall be undertaken in four (4) stages. At each stage, performance of the legal expert will be evaluated against the responsibilities and expected outputs set forth below.

Stage 1: Validation of the research's concept, methodology, sampling and data collection approach

- Output 1: The research's concept and methodology strengthened in collaboration other members of the research team brought in by UNDP/VLA to ensure evidence-based, objectivity, reliability and quality of the research's outputs.
- Draft survey questionnaire and instrument submitted to UNDP/VLA for validation.

Stage 2: Fieldwork (face-to-face interview) conducted for data collection

- Output 2: Prior the fieldwork, to provide substantive inputs to sampling, draft survey instrument under the supervision of international expert on quantitative methodology.
- During the fieldwork, the legal expert to attend the fieldwork's operation at one province and report back to UNDP/VLA on lessons learned and suggestions to continue improve the survey instrument, operation and quality control.

Stage 3: Data processing and public consultation of the primary findings and policy recommendations

- Output 3: Data analysis, construction of the index in collaboration with other members of the research team, under the supervision of international expert on quantitative methodology.
- On public consultation: the legal expert is expected to join other members of the research team in presenting the research's initial findings and policy recommendations to key stakeholders in Viet Nam.

Stage 4: Research report finalized for circulation

- Output 4: Research report co-authored by the team of experts finalized and published. The expert is responsible for quality and timely submission of part of the report as divided and agreed among the research team.

Upon completion of the assignment, the legal expert to submit an individual expert report which provides (i) suggestions for possible adjustments of research's concept, methodology, data analysis and presentation of the research's findings and recommendations; (ii) lessons learnt from the research; and (iii) recommendations to be taken forward by UNDP and the VLA.

5) INDICATIVE TIMELINE

The research timeframe will be nine months starting from January to September 2015 in line with the implementation stages of the research (see Section 4 above) and the indicative timeline suggested below.

Event	Deadline	Key Deliverables/Outputs
Procurement	Nov-Dec 2014	Service contract signed.
Stage 1: Validation of the research's concept, methodology, sampling and data collection approach	Jan-Mar 2015	Draft survey questionnaire and instrument submitted to UNDP/VLA for validation.
Stage 2: Fieldwork conducted for data collection	Mar-May 2015	Prior the fieldwork, to provide substantive inputs to sampling, draft survey instrument. During the fieldwork, to attend the fieldwork's operation at one province and report back to UNDP/VLA on lessons learned and suggestions to continue improve the survey instrument, operation and quality control.
Stage 3: Data processing and public consultation	Jun-Aug 2015	Data analysis, construction of the index in collaboration with other members of the research team. Join other members of the research team in presenting the research's initial findings and policy recommendations to key stakeholders.
Stage 4: Research report finalized and published	Aug-Sep 2015	Quality and timely submission of part of the report in charge (as agreed among the research team). Co-authored research report ready for publication. Submission of an individual expert report to provide (i) suggestions for possible adjustments of research's concept,

		methodology, data analysis and presentation of the research's findings and recommendations; (ii) lessons learnt from the research; and (iii) recommendations to be taken forward by UNDP and the VLA.
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According to the above indicative timeline, interest bidders shall develop a proposal with detailed and feasible plan on how to carry out the assignment in line with the research objectives, expected outputs and other requirements set forth in this TOR.

6) QUALIFICATION OF THE LEGAL EXPERTS

National legal experts who are interested at the assignment should meet the requirements in the below evaluation table.

Consultant(s)' experiences/qualifications		Max. Points
1	Strong professional background (academic and experience) in relation to law or political science, public administration or related fields, including advanced degree and at least 10 years' professional experience.	200
2	Demonstrated track record in research or other writing on measurement and governance analysis on public and justice sector	200
3	Proven competence in using statistics software for data analysis, in particular, competence in using statistics software	150
4	Quality of writing sample submitted (both in terms of style and substance)	200
5	Demonstrated expertise in law and local governance with emphasize on empirical study and participatory action research	150
6	Proven command of spoken and written English language	100
TOTAL POINTS		1000

In addition, interested experts shall include one sample publication enclosed to their CV for tender assessment.

7) REFERENCE DOCUMENT

Interested bidders may visit UNDP Vietnam website to find the reference documents below:

- 2011 Report "Measuring Citizen's Perception and Experience on Justice: Findings and Recommendations from a Three Province Pilot",
http://www.vn.undp.org/content/vietnam/en/home/library/democratic_governance/Measuring-citizens-perception-and-experience-on-justice-Findings-and-recommendations-from-a-three-province-pilot.html.
- 2013 Report "Justice Index: Assessment of Distributive Justice and Equality from a Citizen-based Survey in 2012",
http://www.vn.undp.org/content/vietnam/en/home/library/democratic_governance/justice_index_report.html.

In addition, TORs for the survey team and independent expert on quantitative methodology can be found as Annex of this TOR.

8) PROVISION OF MONITORING AND PROGRESS CONTROLS

8.1 The legal expert will be accountable to UNDP/VLA on the timeliness and quality of the deliverables. During the

implementation of the research, the expert will report to UNDP/VLA on the research progress on a monthly basis as well as will submit drafts of TOR-required deliverables to UNDP and VLA for discussion and comment.

8.2 UNDP and VLA will provide the following support where deemed appropriate:

- Substantive inputs in and quality control of the deliverables;
- Arrangement of introduction letters and/or requests for meetings/interviews upon request;

8.3 Monitoring and progress controls:

- Upon contract signing, the expert shall work closely with UNDP Programme Officer in charge to discuss and agree on the task requirements and working methodology;
- UNDP/VLA and the relevant stakeholders will review and comment on the expert's required outputs/deliverables as specified in this TOR;
- The expert to reflect the comments and submit revised output(s) and report(s) for consideration;
- UNDP/VLA shall monitor every stage of the research project and evaluate every stage's outputs/deliverables as described in the Section 4 of this TOR;
- UNDP shall disburse instalments to the expert's contract against the payment milestones set out in Section 9 below. Each payment shall be made upon UNDP/VLA's satisfaction with the deliverables.

9) PAYMENT TERM

UNDP shall effect payments to the successful contractor upon UNDP's satisfaction with expected deliverables set forth in Section 4 above and in line with the following payment milestones:

Milestone	Installment	Deliverable
1 st payment	20% of contract value	Upon receipt and acceptance of the research's detailed work-plan
2 nd payment	30% of contract value	Upon receipt and acceptance final questionnaire to be ready for fieldwork
Final payment	50% of contract value	Upon satisfaction of final research report, and submission of the individual expert's report.

ANNEX 2 - TERMS OF REFERENCE (TOR) - QUANTITATIVE METHODOLOGY EXPERT

TITLE:	International senior expert on quantitative methodology for “Empirical Study to Measure Justice based on Citizen’s Experience in Viet Nam (‘Justice Index’)”
PROJECT	Legal Empowerment through Support to the Vietnam Lawyers’ Association (Project 68222)
DURATION	January – September 2015
COUNTRY OF ASSIGNMENT:	Home-based with three missions in Hanoi, Viet Nam

1) GENERAL BACKGROUND

Vietnam has officially embarked on legal and judicial reforms since 2005, though calls for economic reform and “*doi moi*” were proclaimed much earlier (since mid 1980s), following the vision and objectives set forth in the two Politburo’s Resolutions, the Legal System Development Strategy (Resolution 48 on LSDS) and the Judicial Reform Strategy (Resolution 49). Key principles for undertaking reforms are denoted in these strategies, among others, to ensure:

- “The combined strength of the entire society must be mobilized in the judicial reform process. Judicial institutions and judicial support agencies must be put under the oversight of the people-elected bodies and of the people”.²²
- “further promote democracy and accelerate legality during the development, improvement, and implementation of the law” and “execute the Strategy (LSDS) in line with administrative and judicial reform through resolute steps and concentration,... and fully ascertain the pre-conditions to guarantee the effectiveness and enforceability of the law”.²³

The National Steering Committee for Judicial Reform (NSCJR) was established and tasked to coordinate and advance reform in judicial sector in 2005. In order to assess pace of the reform, obstacles and to identify priorities for achieving the reform targets by 2020, the Committee has commissioned two assessments of the implementation of Resolution 49, a five-year review in 2010 and an eight-year review in 2013. As outcome of the second review, the Central Party Committee issued Conclusion 92-KL/TW, giving guidance to continue the Strategy implementation and the preparation for an overall scheme to renovate the operation and functions of judicial institutions in the period of 2016-2020.²⁴

The NSCJR’s assessments involved all central agencies and Provincial Steering Committees for Judicial Reform, which mainly relied on internal report and self-assessment of central institutions and local governments.²⁵ Results of these reviews clearly demonstrate that in absence of an effective mechanism for monitoring activities related to justice sector reform—in particular public feedback on performance of justice institutions and officials at all hierarchies—challenges remain with the NSCJR in two fronts: build consensus for change, and increase public confidence in justice institutions.

To produce evidence-based analysis and policy recommendation, policy makers and researchers are searching for objective sources of information and independent assessments, in particular, information which captures public opinions, including private enterprises and individuals from all walks of life. Over the past 10 years, there are outstanding efforts to gauge public opinions in regulatory framework and local governance. For examples: the *Provincial Competitiveness Index* (PCI)²⁶ is designed to assess the ease of doing business, economic governance, and administrative reform efforts by local governments, using data of a nationwide survey of domestic firms and foreign invested enterprises about local economic governance and the business environment. The *Provincial Governance and Public Administration Performance Index* (PAPI)²⁷ aims to support transparency, enlarge the ‘space’ for citizen participation in policy planning, implementation,

²² Resolution 49 of the Politburo on Judicial Reform Strategy to 2020, Section 2.3

²³ Resolution 48 of the Politburo on Legal System Development Strategy, Section 2.4 & 2.5

²⁴ Conclusion n0.92-KL/TW, dated 12 March 2014, of Central Party Committee on continuation of the Resolution 49 implementation.

²⁵ Report no.35-BC/CCTP of National Steering Committee on Judicial Reform on assessment of 8-year implementation of Resolution 49 and Judicial Reform Strategy, dated 12 March 2014.

²⁶ <http://eng.pcivietnam.org/>.

²⁷ <http://papi.vn/en/>.

and monitoring, and to expand the pool of quantitative data available for policy formulation and improvement. Through annual surveys since 2011, it captured and reflected the experiences of nearly 50,000 citizens across 63 provinces and cities in Viet Nam.

In measuring justice, experiments have been made to assess public awareness to legal information and mechanisms for dispute resolution, notably *Access to Justice* surveys commissioned by UNDP in 2004 and 2010. In 2011, an empirical study on distributive justice in Viet Nam has been launched in partnership between Vietnam Lawyers' Association (VLA) and UNDP, which aims to expand the evidence base for justice sector's policy making, implementation and monitoring. Following a pilot survey carried out at 3 provinces in 2011, the study in 2012 expanded the coverage to 21 provinces, measuring the extent to which the state and its administrative units adhere to the pledge of promoting justice, equality and non-discrimination to the people. As results, the *Justice Index: Assessment of Distributive Justice and Equality from a Citizen-based Survey in 2012* (2012 Justice Index) was published in October 2013. This is the first empirical justice index in Viet Nam directly informed by opinions of over 5,000 respondents across 21 surveyed provinces.

Building on the 2012 Justice Index, VLA and UNDP will continue to support the creation of a sustainable mechanism of using public opinions to stimulate policy changes and to monitor performance of justice institutions. The empirical study on distributive justice will be continued, aiming to strengthen the quantitative methodology of Justice Index and explore how best to broaden its scope to ensure the greater inclusiveness and participation.

Under this Terms of Reference (TOR), UNDP Viet Nam and the VLA are calling for technical and financial proposals from international senior experts/researchers who are interested at joining our research team of the selected consulting firm in executing a new round of Justice Index in accordance with objectives, expected outputs and other requirements as specified herewith. In this research project, the international researcher will team up with a research team to be engaged outside the scope of this TOR.

2) OBJECTIVES

2.1 Overall objective

To measure the provincial performance in guarantee of justice, equality and non-discrimination to the people living in the respective province, basing on opinions and feedback of citizens from all provinces and cities in Viet Nam.

2.2 Specific objectives

The international expert will be engaged to

- Lead the research team on quantitative methodology required for this research and construction of the Justice Index, using primary data collected from fieldwork conducted across all provinces and cities in Viet Nam;
- Lead the research team in strengthening the Justice Index constructed in 2012 (based on a set of indicators and methodology) and explore the best option to broaden its scope toward increased participation and inclusiveness;
- Provide substantive inputs to the survey questionnaire and instrument—developed by the legal expert, see TOR in Section 7-- which will be executed by the research team in coherence with the designed concept and methodology;
- Responsible for data analysis and construction of the index;
- Produce a comprehensive report jointly with the research team, in particular, responsible for parts on: (i) methodology, (ii) data-collection, and (iii) analysis and assessment of justice performance by province.

The Justice Index is expected to serve as a tool that supports and complements national efforts in advancing the judicial reform and expanding the evidence base for monitoring performance of justice institutions by all stakeholders in the society.

3) SCOPE OF WORK AND METHODOLOGY

3.1 Scope of work

In general, the research will provide an overview of citizens' experience of the justice system in their respective provinces to be reflected in a justice performance index across all provinces and cities in Viet Nam.

In particular, the Justice Index will ensure the coverage of three domains of law and justice, including:

- Accessible law and public awareness
- Institutional performance
- Protection of rights in practice

The three domains will be assessed against different areas to be considered and identified, but focusing on five dimensions as accessibility; equity; integrity; reliability and efficiency; and guarantee of fundamental rights.

3.2 Methodology

The expert will work with other members of the research team and under the supervision of UNDP Viet Nam (Governance and Participation Unit respectively) and the VLA to strengthen the quantitative methodology, set of indicators, approaches to data collection, construction of the Justice Index and presentation of the research's findings and policy recommendations.

The total number of working days is estimated as 33 days. More specifically, the expert is expected to be engaged in the following tasks:

- Responsible for strengthening the research concept, survey methodology and sampling (10 working days). Details of survey methodology and approach used in 2012 Justice Index can be found in reference documents in Section 7, which prioritize:
 - multistage probability sampling for household respondents;
 - household survey to be carried out in form of a face-to-face interview, using a same set of questionnaire as survey instrument;
 - sampling for citizens' experience and feedback research shall be based on the mobilization of respondents from a wide range of demographic backgrounds. In 2012 Justice Index, a standard sample size of three (3) districts per province, two (2) communes per district, two (2) villages per commune; and a population size of 180 persons per province randomly selected is strictly followed in the sampling process. However, sample size can be adjusted as results of discussion between UNDP/VLA and the research team as long as it serves the research's objectives.
- Provide inputs to the survey questionnaire and instrument which is developed by legal expert ~ 3 working days: the expert in collaboration with other research team members to refine the questionnaire.
- Responsible for data analysis and index construction ~ 15 working days: based on the dataset collected from fieldwork, the expert will work with other members of the research team, using the cleaned and certified dataset synthesized from fieldwork.
- Write up the research report in collaboration with the research team, in particular, for parts on: (i) methodology, (ii) data-collection, and (iii) analysis and assessment of justice performance by province ~ 5 working days.

3.3 Duration of the assignment, duty station and expected places of travel

In line with the above-mentioned methodology, the expert will be contracted with approximately **33 working days** for this assignment. Most of the time, s/he will work from home, except for the time dedicated on three missions to team up with other members of the research team in Hanoi, Viet Nam during the assignment. For expected timelines of the 3 missions (3 working days for each mission), please refer to Section 5 "Indicative timeline" of this TOR.

Accordingly, the expert should make his/her own estimate of the time taken to complete the assignment in line with this TOR and his/her technical proposal, and use this estimate as the basis of financial proposal to be submitted to UNDP.

4) RESPONSIBILITIES AND EXPECTED OUTPUTS

The research project, according to this TOR, and under the supervision of UNDP and the VLA, shall be undertaken in four (4) stages. At each stage, performance of the expert will be evaluated against the responsibilities and expected outputs set forth below.

Stage 1: Validation of the research's concept, methodology, sampling and data collection approach

- Output 1: The research's concept and methodology strengthened in collaboration with UNDP Programme Officer on Rule of Law and Access to Justice and other members of the research team brought in by UNDP/VLA to ensure evidence-based, objectivity, reliability and quality of the research's outputs. Concept paper on quantitative methodology and guidance on data analysis and index construction submitted to UNDP/VLA for validation.

Stage 2: Fieldwork (face-to-face interview) conducted for data collection

- Output 2: Prior the fieldwork, responsible for sampling, provide substantive inputs to draft survey questionnaire and instrument.
- During the fieldwork, the expert is not responsible for the fieldwork's operation and supervision.

Stage 3: Data processing and public consultation of the primary findings and policy recommendations

- Output 3: Responsible for data analysis, construction of the index in collaboration with other members of the research team. Results of the calculated index/indicators at provincial level, including completion of weighting and post-ratification submitted to UNDP/VLA.
- On public consultation: the expert is expected to join other members of the research team in presenting the research's initial findings and policy recommendations to key stakeholders in Viet Nam.

Stage 4: Research report finalized for circulation

- Output 4: Research report co-authored by the team of experts finalized and published. The expert is responsible for quality and timely submission of part of the report as divided and agreed among the research team.

5) INDICATIVE TIMELINE OF THE ASSIGNMENT

The research timeframe will be nine months starting from January to September 2015 in line with the implementation stages of the research (see Section 4 above) and the indicative timeline suggested below.

Event	Deadline	Key Deliverables/Outputs
Procurement	Nov-Dec 2014	Service contract signed.
Stage 1: Validation of the research's concept, methodology, sampling and data collection approach	Jan-Mar 2015	1 st mission to Hanoi. Concept paper on quantitative methodology and guidance on data analysis and index construction submitted to UNDP/VLA for validation.
Stage 2: Fieldwork conducted for data collection	Mar-May 2015	Substantive inputs to sampling, construction of survey questionnaire and instrument submitted to UNDP/VLA in writing.
Stage 3: Data processing and public consultation	Jun-Aug 2015	2 nd mission to Hanoi. Results of the calculated index/indicators at provincial level, including completion of weighting and post-ratification submitted to UNDP/VLA.
Stage 4: Research report finalized and published	Aug-Sep 2015	3 rd mission to Hanoi. Quality and timely submission of part of the report in charge (as agreed among the research team). Co-authored research report ready for publication.

According to the above indicative timeline, interest bidders shall develop a proposal with detailed and feasible plan on

how to carry out the assignment in line with the research objectives, expected outputs and other requirements set forth in this TOR.

6) QUALIFICATION

International senior experts who are interested at the assignment should meet the requirements in the evaluation table below.

Technical Proposal Evaluation		Max. Points
1. Consultant's experiences/qualification related to the services		
1	Strong professional background (academic and experience) in relation to law and/or political science, including advanced degree and at least 10 years of professional experience.	100
2	Demonstrated track record in research on empirical studies on justice performance and/or governance (an asset if having research experiences in Viet Nam); Quality of writing sample submitted (both in terms of style and substance).	150
3	Proven competence in using statistics software for data analysis, in particular, competence in using statistics software	100
4	Proven interpersonal and team-work skills; English command	100
Sub-total 1		450
2. Technical Proposal		
1	Understanding of the objectives of the assignment	200
2	Understanding the difficulties/challenges of the tasks	100
3	Approach/methodology for carrying out the task and obtaining the expected outputs	250
Sub-total 2		550
TOTAL POINT		1000

In addition, interested experts shall include one sample publication in their submission.

7) REFERENCE DOCUMENT

Interested bidders may visit UNDP Vietnam website to find the reference documents below:

- 2011 Report "Measuring Citizen's Perception and Experience on Justice: Findings and Recommendations from a Three Province Pilot",
http://www.vn.undp.org/content/vietnam/en/home/library/democratic_governance/Measuring-citizens-perception-and-experience-on-justice-Findings-and-recommendations-from-a-three-province-pilot.html.
- 2013 Report "Justice Index: Assessment of Distributive Justice and Equality from a Citizen-based Survey in 2012",
http://www.vn.undp.org/content/vietnam/en/home/library/democratic_governance/justice_index_report.html.

In addition, TORs for the survey team and independent legal expert can be found as Annex of this TOR.

8) PROVISION OF MONITORING AND PROGRESS CONTROLS

8.1 The expert will be accountable to UNDP/VLA on the timeliness and quality of the deliverables. During the

implementation of the research, the expert will report to UNDP/VLA on the research progress on a monthly basis as well as will submit drafts of TOR-required deliverables to UNDP and VLA for discussion and comment.

8.2 UNDP and VLA will provide the following support where deemed appropriate:

- Substantive inputs in and quality control of the deliverables;
- Arrangement of introduction letters and/or requests for meetings/interviews upon request;

8.3 Monitoring and progress controls:

- Upon contract signing, the expert shall work closely with UNDP Programme Officer in charge to discuss and agree on the task requirements and working methodology;
- UNDP/VLA and the relevant stakeholders will review and comment on the expert's required outputs/deliverables as specified in this TOR;
- The expert to reflect the comments and submit revised output(s) and report(s) for consideration;
- UNDP/VLA shall monitor every stage of the research project and evaluate every stage's outputs/deliverables as described in the Section 4 of this TOR;

UNDP shall disburse instalments to the expert's contract against the payment milestones set out in Section 9 below. Each payment shall be made upon UNDP/VLA's satisfaction with the deliverables.

9) PAYMENT TERM

UNDP shall effect payments to the successful contractor upon UNDP/VLA's satisfaction with expected deliverables set forth in Section 4 above and in line with the following payment milestones:

Milestone	Installment	Deliverable
1 st payment	20% of contract value	Upon receipt and acceptance of the contractor's detailed work-plan
2 nd payment	30% of contract value	Upon receipt and acceptance of refined methodology, approach for data collection and sampling (end of Stage 1).
Final payment	50% of contract value	Upon publication of the research report (end of Stage 4).

Section 4: Proposal Submission Form²⁸

[insert: Location, Date]

To: UNDP Viet Nam

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for **Empirical Study to Measure Justice based on Citizen's Experience in Viet Nam ('Justice Index')** in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for 120 days from submission deadline.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details : _____

[please mark this letter with your corporate seal, if available]

²⁸ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form²⁹

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? (Y / N)		
14. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

²⁹ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Joint Venture Partner Information Form (if Registered)³⁰

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

³⁰ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT

INSERT TITLE OF THE SERVICES

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria table stated in the RFP under form 1 – firm expertise

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements. All contents of this section may be modified or expanded depending on the evaluation criteria table stated in the RFP under form 2 – Methodology, workplan and approach.

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 3: PERSONNEL

All contents of this section may be modified or expanded depending on the evaluation criteria table stated in the RFP under form 3 – personnel competencies.

3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note :*This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Declaration:		
<p>I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.</p>		
<hr/> Signature of the Nominated Team Leader/Member		<hr/> Date Signed

Section 7: Financial Proposal Form³¹

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, such as travel and out-of-pocket expenses, 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 Deliverables*

SN	Deliverables [list them as referred to in the TOR]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1	[UNDP to give percentage (weight) of each deliverable over the total price for the payment purposes, as per TOR]	
2	Deliverable 2		
3		
	Total	100%	USD

*Basis for payment tranches

B. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

Description of Activity	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement	No. of Personnel	Total Rate for the Period
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				

³¹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

a . Expertise 1				
b. Expertise 2				
3. Services from Overseas				
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				
III. Other Related Costs				

Section 8: FORM FOR PERFORMANCE SECURITY

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS *[name and address of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. dated, to execute Services (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

Section 10: Contract for Professional Services

THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.

Date _____

Dear Sir/Madam,

Ref.: _____/_____/_____ **[INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your **[company/organization/institution]**, duly incorporated under the Laws of _____ **[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ **[INSERT SUMMARY DESCRIPTION OF THE SERVICES]** (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a) this Letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's Proposal [ref....., dated]
 - d) The UNDP Request for Proposal [ref....., dated.....]
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
-------------	-----------------------	--------------------	--------------------------

....
....

- 2.3 Any changes in the above key personnel shall require prior written approval of _____ **[NAME and TITLE]**, UNDP.
- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

Progress report/....
...../....
Final report/....

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

OPTION 1 (FIXED PRICE)

3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon...../../....
...../....

Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations

under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

- 3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

- 3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4. Special conditions

- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.

- 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.

- 4.4 Owing to [...], Article(s) [...] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

- 5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....

- 5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

- 6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

- 6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ **[NAME OF THE BANK]**

_____ **[ACCOUNT NUMBER]**

_____ **[ADDRESS OF THE BANK]**

7. Entry into force. Time limits.

- 7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ **[INSERT DATE]** and shall complete the Services within _____ **[INSERT NUMBER OF DAYS OR MONTHS]** of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ **[NAME AND TITLE]** UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

For the Contractor:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND DESIGNATION]

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature _____
Name: _____
Title: _____
Date: _____



UNDP GENERAL CONDITIONS OF CONTRACT 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 SECURITY:

23.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 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 Agreement, 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 Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

SECTION 11: 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 submitted in separate envelop/email by 8 December 2014 (Hanoi time).
- In case of submission by email, the proposals must be password protected. Password must be provided to UNDP on 9 December 2014 (Hanoi time).
- Maximum email size: 07 MB/email. Bidders can split proposal into several emails if the file size is large
- Envelop/email title: (Name of bidder) RFP for Survey team "Justice Index" (Email ... of ...)

Item	Documents	To be completed by bidders		
		Doc submitted Y/N	Number of pages	Remarks
A	Fully filled Technical Proposal including:			
1	Section 4: Signed and stamped Proposal submission form			
2	Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer including: <ul style="list-style-type: none"> - Fully filled Proposer Information Form - Fully filled and signed Joint vendor Partner Information Form (if applicable) 			
2.1	Company profile – describing the nature of business, field of expertise, licenses, certifications, accreditations including information about the institution's legal entity			
2.2	Copy of Business License			
3	Section 6: Technical proposal form			
3.1	Track Record – list of clients for similar services indicating description of contract scope, contract duration, contract value, contact references (name, title, tel, email of referees)			
3.2	Proposed methodology and workplan			
3.3	CVs of key personnel			
3.4	Records of publication with one sample of publication that involves the core team, or one sample publication by one member of the suggested core team.			
B	Dully signed Price Schedule (following template in Section 7)			
C	This duly filled, checked, certified submission checklist to be attached to the submission			
D	Notification email to nguyen.thi.hoang.yen@undp.org and huynh.huong.thanh@undp.org informing that you have submitted proposal and the number of emails submitted by submission deadline or right after you submit proposals.			

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

[Designation] - [Date]