



REQUEST FOR PROPOSAL (RFP)

From Vietnamese firms/institutes/organizations

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Support for the formulation of a draft plan and development of a guide to sociological surveys for the Vietnam POPs and Sound Harmful Chemicals Management Project (Ref. 2-200201)**.

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

Proposals may be submitted on or before **Friday, February 21, 2020** (Hanoi time) by the following methods:

<p><u>By email: For green environment, this is preferred submission method</u></p> <p>E-mail address for proposal submission: luu.ngoc.diep@undp.org</p> <p><u>Separate emails</u> for technical and financial proposals.</p> <p>With subject: (Ref. 2-200201) RFP for Support for the Vietnam POPs and Sound Harmful Chemicals Management Project (<i>Email ... of ... emails</i>)</p> <p>Maximum size per email: 30 MB. Bidders can split proposal into several emails if the file size is large)</p>	<p><u>By hard copy: (within working hours 8.00 am - 5.00 pm Monday - Friday only)</u></p> <p>Address for proposal submission:</p> <p>Procurement Unit UNDP Vietnam 304 Kim Ma Street, Hanoi, Vietnam</p> <p>With envelop subject: (Ref. 2-200201) RFP for Support for the Vietnam POPs and Sound Harmful Chemicals Management Project</p> <p>When submitting hard copy proposals, please submit <i>1 original + 3 copies + CD ROM</i> containing all contents corresponding to hardcopy in PDF format.</p> <p>One of the following staff can be called to receive hard copy proposals:</p> <ol style="list-style-type: none">1. Ms. Luu Ngoc Diep, Procurement Associate Tel: +84-24-385002002. Ms. Quach Thuy Ha, Procurement Assistant Tel: +84-24-38500143 <p>The bidder is requested to sign a bid submission form when delivering proposal.</p>
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Note:

- For both submission methods, please send separate email (without attachment) to procurement.vn@undp.org notifying that you already submitted proposal and the number of email

submitted (in case submitted by email). Notification emails should be sent to above address by submission deadline or right after you submit proposals).

- *UNDP will acknowledge receipt of the proposals within 2 working days from the submission deadline. In case you do not receive acknowledgement, please contact us within 3 working days after submission deadline.*

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

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

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,
Tran Thi Hong
Head, Procurement Unit
2/7/2020

DESCRIPTION OF REQUIREMENTS

Context of the Requirement	Please see information in the TOR (Annex 1)
Implementing Partner of UNDP	Please see information in the TOR (Annex 1)
Brief Description of the Required Services	Support the formulation of a draft plan for treatment and prevention of environmental pollution caused by pesticide residues nationwide in the period of 2020-2025, and development of a guide to sociological surveys assessing people's satisfaction with the quality of their living environment for provinces and municipalities in Vietnam
List and Description of Expected Outputs to be Delivered	Please see information in the TOR
Person to Supervise the Work/Performance of the Service Provider	Please refer to the TOR
Frequency of Reporting	Please refer to the TOR
Progress Reporting Requirements	Please refer to the TOR
Location of work	<input checked="" type="checkbox"/> Viet Nam, nationwide <input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	04 months from contract signing
Target start date	1 March 2020
Latest completion date	30 June 2020
Travels Expected	As per TOR
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others <i>[pls. specify]</i>
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> VND For the purposes of comparison of all Proposals: UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the proposal submission deadline.
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days

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

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

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

	<input checked="" type="checkbox"/> General Terms and Conditions de minimis (for contract below US\$ 50k) or General Terms and Conditions (for contract above US\$ 50k) (Annex 4)
Pre-proposal meeting	<p>Time: 10.00 am Date: Wednesday, February 12, 2020 Venue: 304 Kim Ma street, Ba Dinh District, Ha Noi The UNDP focal point for the arrangement of pre-proposal is: Ms. Luu Ngoc Diep, Procurement Associate Tel: (+84-24) 38500200 E-mail: luu.ngoc.diep@undp.org</p> <p>Kindly contact the above focal point to register for the pre-proposal meeting at least 1 day in advance.</p>
Contact Person for Inquiries (Written inquiries only) ³	<p>Ms. Luu Ngoc Diep Procurement Associate, UNDP Vietnam Email: luu.ngoc.diep@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other information	<p>Bidders are responsible for checking the UNDP website: http://www.vn.undp.org/content/vietnam/en/home/operations/procurement/procurement_notices.html for any addenda and updated deadline to this Request for Proposals. UNDP reserves the right to post addenda up to the closing date for submissions. Hence bidders are advised to check the UNDP website frequently prior to submitting their proposal</p>

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

EVALUATION CRITERIA

A. Mandatory requirement:

The consultancy firm must have valid VIMCERT Certificate for sampling and analysis of environmental soil parameters including pesticides.

Proposal(s) meeting the mandatory requirement will be further technically evaluated.

B. Technical proposal evaluation:

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Expertise of Firm / Organisation submitting Proposal	250
2.	Proposed Work Plan and Approach	350
3.	Personnel	400
Total		1000

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
<i>Expertise of firm / organization submitting proposal</i>							
1.1	Experience in conducting inventory, surveys, evaluation and treatments of contaminated areas in Vietnam for <ul style="list-style-type: none">- > 5 years: <i>100 points</i>- 3 to 5 years: <i>70 points</i>- < 3 years: <i>50 points</i>	100					
1.2	Experience in conducting survey/evaluation or treatment of environmental pollution caused by pesticides <ul style="list-style-type: none">- 2 contracts in the last 3 years: <i>100 points</i>- 1 contract in last 3 years: <i>50 points</i>- 0 contract: <i>0 points</i>	100					
1.3	Working experience with local authority and community	50					
Total Form 1		250					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
<i>Proposed Work Plan and Approach</i>							
2.1	Clearly understanding the purpose of the package	30					
2.2	Approach and methodology which are appropriate to the task	100					
2.3	Clear Presentation	20					

2.4	Feasible Implementation plan	100					
2.5	Reasonable arrangement for human resource	50					
2.6	Other factors (satisfying materials, machinery and equipment owned by the contractor or being rented to serve sampling and analysis work)	50					
Total Form 2		350					

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Personnel								
3.1	01 National Team Leader		130					
		Sub-Score						
3.1.1	Advanced university degree in Environmental Science, Analytical Chemistry or related field: - PhD degree or higher: 25 points - Master degree: 20 points - Bachelor degree: 10 points - Degree of Associate or lower: 0 point	25						
3.1.2	Experience in inventory, survey, evaluation and treatment of contaminated areas: - ≥ 10 years’ experience: 25 points - More than 7 years: 20 points - More than 5 years: 10 points - Less than 5 years: 0 point	25						
3.1.3	Knowledge and experience on environment management for chemistry	20						
3.1.4	Experience in leading a group of experts	20						
3.1.5	English proficiency certificate of D-level or equivalent or demonstrated working and advanced writing knowledge of English	20						
3.1.6	Skills in information collection, data analysis, drafting plans and reports	20						
3.2	01 National Expert in Environment Management		90					
		Sub-Score						

3.2.1	Advanced university degree in environmental science or related field: - Master degree or higher: <i>25 points</i> - Bachelor degree: <i>20 points</i> - Degree of Associate or lower: <i>10 points</i>	25						
3.2.2	Experience in environment management and/or environmental protection laws: - ≥ 10 years' experience: <i>25 points</i> - More than 7 years: <i>20 points</i> - More than 5 years: <i>10 points</i> - Less than 5 years: <i>05 points</i>	25						
3.2.3	Experience in inventory, survey, evaluation and treatment of contaminated areas: - ≥ 05 years' experience: <i>20 points</i> - More than 3 years: <i>10 points</i> - Less than 3 years: <i>05 points</i>	20						
3.2.4	English proficiency certificate of C-level or equivalent, or demonstrated working and advanced writing knowledge of English.	20						
3.3	01 National Expert in Analytical Chemistry	90						
		<i>Sub-Score</i>						
3.3.1	Advanced university degree in analytical chemistry or related field: - Master degree or higher: <i>25 points</i> - Bachelor degree: <i>20 points</i> - Degree of Associate or lower: <i>10 points</i>	25						
3.3.2	Experience in environmental monitoring, survey and evaluation of contaminated areas: - More than 5 years' experience: <i>20 points</i> - More than 3 years: <i>10 points</i> - Less than 3 years: <i>05 points</i>	20						

3.3.3	Experience in developing training materials and carrying out training on survey, evaluation, and treatment of contaminated areas in Vietnam: - More than 5 years' experience: <i>25 points</i> - More than 3 years: <i>10 points</i> - Less than 3 years: <i>05 points</i>	25						
3.3.4	English proficiency certificate of C-level or equivalent, or demonstrated working and advanced writing knowledge of English.	20						
3.4	01 National Expert in Sociology/Statistics		90					
		<i>Sub-Score</i>						
3.4.1	Advanced university degree in sociology/statistics or related field: - Master degree or higher: <i>25 points</i> - Bachelor degree: <i>20 points</i> - Degree of Associate or lower: <i>10 points</i>	25						
3.4.2	Experience in sociological survey/statistics and policy analysis: - ≥ 10 years' experience: <i>20 points</i> - More than 7 years: <i>10 points</i> - More than 5 years: <i>05 points</i> - Less than 5 years: <i>0 point</i>	20						
3.4.3	Experience in developing and/or advising the formulation/revision of policy, regulations and laws on environment in Vietnam: - More than 5 years' experience: <i>20 points</i> - More than 3 years: <i>10 points</i> - Less than 3 years: <i>05 points</i>	20						
3.4.4	Skills in writing report, especially study report and regulatory assessment report	15						
3.4.5	English proficiency certificate of C-level or equivalent, or demonstrated working and advanced writing knowledge of English	10						
	Total Form 3		400					
	TOTAL		1000					



TERMS OF REFERENCE

For National firms

Consultancy Title:	Support the formulation of a draft plan for treatment and prevention of environmental pollution caused by pesticide residues nationwide in the period of 2020-2025, and development of a guide to sociological surveys assessing people's satisfaction with the quality of their living environment for provinces and municipalities in Vietnam.
Project Title:	Vietnam POPs and Sound Harmful Chemicals Management Project – PHCM (Project ID: 91381)
Duty Location:	Viet Nam, nationwide
Duration:	4 months
Reporting to:	UNDP and Project Management Unit

1 GENERAL INFORMATION

The Vietnam POPs (Persistent Organic Pollutants) and Sound Harmful Chemicals Management Project (PHCM) is funded by the Global Environment Facility (GEF) through the support of the United Nations Development Programme (UNDP). Vietnam Environment Administration (VEA) within the Ministry of Natural Resources and Environment (MONRE) as the UNDP's National Implementing Partner (NIP) executes the project. The project duration is from 2016 to 2020. The overall objective is the continued reduction of environmental and health risks through POPs and harmful chemicals release reduction. The project is built on 4 different components, namely:

- » **Component 1:** Policy framework for sound chemicals management, including POPs/PTS, developed and implemented;
- » **Component 2:** Monitoring and reporting of POPs and PTS;
- » **Component 3:** Management of POPs-contaminated sites;
- » **Component 4:** National mercury baseline inventory and release reduction.

Vietnam is suffering from thousands of pesticide residue-contaminated sites with low to extremely serious pollution levels, from small to medium and large areas. The risks of pollution sites differ because of the different sources of pollution, pathways and receivers. After the Prime Minister issued Decision No. 1946/QĐ-TTg dated October 21, 2010 (Decision 1946), approving the plan for treatment and prevention of environmental pollution caused by pesticide residues nationwide, the localities have actively mobilized resources to deal with residual pollution points listed in Appendix 1 and Appendix 2 of the Decision. Additional surveys to determine the extent and scope of pollution of the pesticide residue-contaminated sites are also conducted every year by localities and reported to the Ministry of Natural Resources and Environment for consolidation. To date, there are hundreds of newly discovered contaminated sites which need to be updated. For example, there are 113 sites in Ha Tinh province, 65 sites in Quang Binh, and 35 sites in Thanh Hoa, and Nghe An is currently deploying a project to investigate and assess an additional 657 sites of pesticide residue contamination yet to be included in Decision 1946. This shows that the number of

pesticide residue-contaminated sites that provinces report to the Ministry of Natural Resources and Environment is very large. Meanwhile, due to limited local resources for investigation and surveys, the reports submitted to the Ministry of Natural Resources and Environment are inconsistent, and even lack analytical results.

The treatment of these pollution sites also takes time and resources. Therefore, it is important to identify priority sites for treatment and management to be included in the 2020 - 2025 plan, thereby helping to protect human health and the environment and contribute to the sustainable development of the country.

On the other hand, it is necessary to assess people's satisfaction with the quality of the living environment, thereby improving the efficiency of state management when it comes to environmental protection as well as increasing awareness, responsibility, and the efforts of state management agencies and citizens in environmental protection.

Within the framework of Component 3 (*Management of POPs-contaminated sites*), the Project will support the Vietnam Environment Administration (VEA) in managing areas contaminated with POPs in response to the situation and needs of the VEA after 10 years of implementation of Decision 1946. On that basis, UNDP and the Project Management Unit (PMU) are implementing a bidding package to **support the formulation of a draft plan for treatment and prevention of environmental pollution caused by pesticide residues nationwide in the period of 2020-2025, and development of a guide to sociological surveys assessing people's satisfaction with the quality of their living environment for provinces and municipalities in Vietnam.**

To do so, UNDP and the PMU are looking for a consultancy firm with expertise in the field of management, treatment, and remediation of pesticide residue-contaminated areas and expertise in sociological surveying and study to deploy the aforementioned bidding package. The consultancy firm will be selected and contracted according to UNDP's procurement process.

2 OBJECTIVES AND SCOPE OF WORK

Objectives of the contract

- To support the development of a report on the review and assessment of 10 years of implementation of the Prime Minister's Decision No. 1946/QĐ-TTg dated October 21, 2010 on approved plans on treatment and prevention of environmental pollution caused by pesticide residues nationwide; and proposing a Plan for treatment and prevention of environmental pollution caused by pesticide residues nationwide in the period of 2020-2025, to be submitted to the Prime Minister for approval.
- To support the development of a guide to sociological surveys assessing people's satisfaction with the quality of their living environment for provinces and municipalities in Vietnam.

Scope of work

- Review and evaluate the results of treatment and prevention of environmental pollution caused by pesticides in the whole country (according to the list of residual pollution sites in appendix of Decision No. 1946/QĐ-TTg dated October 21, 2010, and newly identified sites, identify the difficulties and shortcomings in terms of technology, finance and policy;
- Conduct surveys to identify additional residue contaminated sites in several provinces: Thanh Hoa, Nghe An, Ha Tinh, Quang Tri and Quang Binh;
 - Working with local authorities in Thanh Hoa, Nghe An, Ha Tinh, Quang Tri and Quang Binh to obtain information about newly identified pesticide residue contaminated sites in the provinces;
 - Sampling: Estimated total of 120 samples; (2 to 3 soil samples each site).
- Based on the review and survey results, provide a list of prioritized pesticide residue contaminated sites for treatment in the period of 2020 - 2025 and propose a Plan for treatment and prevention of environmental pollution caused by pesticide residues nationwide in the period of 2020-2025, to be submitted to the Prime Minister for approval;

- Develop a sociological survey form to assess people's satisfaction towards the living environment quality, including contents of environmental management of harmful chemicals;
- Select samples, sample size and allocation of sample sizes for sociological survey assessing people's satisfaction with the quality of the living environment, including contents of environmental management of harmful chemicals;
- Develop methods and plans to conduct sociological surveys assessing people's satisfaction with the quality of the living environment, including the content of environmental management of harmful chemicals in the country.
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3 DETAILED TASKS

Based on the above-mentioned objectives and scope of work and under the supervision of the PMU, the consultancy firm will be responsible for the following tasks:

Task 1: Review and assessment of 10 years of implementation of the Prime Minister's Decision No. 1946/QĐ-TTg dated October 21, 2010 on approved plans on treatment and prevention of environmental pollution caused by pesticide residues nationwide.

- Collect and consolidate all reports on results of treatment and prevention of environmental pollution caused by pesticide residue prepared by provinces in the country;
- Review and evaluate the results of treatment and prevention of environmental pollution caused by pesticides in the whole country, thereby clarify the difficulties and shortcomings in terms of technology, finance and policy;
- Conduct surveys and work with local authorities to understand the difficulties and obstacles during the treatment and prevention of environmental pollution caused by pesticide residues. The provinces to be surveyed are Thanh Hoa, Nghe An, Ha Tinh, Quang Tri and Quang Binh;
- Based on the review results, provide recommendations on solutions to overcome shortcomings and difficulties in technology, finance, and policy, especially detailed suggestion of treatment models for each or multiple provinces; centralized processing model; planning of concentrated collection and gathering areas, and the like;
- In consultation with the Project Management Unit and Vietnam Environment Administration, organize consultative meetings to consult stakeholders and experts.

Task 2: Conduct surveys to identify additional pesticide residue contaminated sites in several provinces.

- Conduct survey and work with local authorities in Thanh Hoa, Nghe An, Ha Tinh, Quang Tri and Quang Binh to obtain information about newly identified pesticide residue contaminated sites in the provinces and prepare of list of newly identified contaminated sites as required by Decision 1946.
- Take samples and analyze the level of contamination at the newly identified sites: Estimated total of 120 samples; (2 to 3 soil samples each site).
- Develop selection criteria for prioritized sites for treatment, based on which provide a list of prioritized pesticide residue contaminated sites for treatment in the period of 2020 - 2025
- Prepare a draft plan for treatment and prevention of environmental pollution caused by pesticide residues nationwide in the period of 2020-2025, together with related documents to be submitted to the Prime Minister for approval.
- **Task 3: In coordination with the Project Management Unit, organize an one day workshop in Hanoi on Review of 10 years of implementation of Decision 1946 and consultation of the draft plan for treatment and prevention of environmental pollution caused by pesticide residues nationwide in the period of 2020-2025.** Prepare the workshop agenda and materials and send to the PMU for printing handout;
- Prepare a list of expected participants (at least 50 people) and send to the PMU for invitation;
- Make presentations and collect opinions on the results of 10 years of implementation of Decision 1946 and the draft plan for treatment and prevention of environmental pollution caused by pesticide residues nationwide in the period of 2020-2025;
- Coordinate in the workshop organisation and facilitation (the workshop will be paid by PMU from Project budget).

Task 4: Develop a guide to sociological surveys assessing people's satisfaction with the quality of their living environment for provinces and municipalities in Vietnam

- Review and determine the content for assessment of the level of people's satisfaction towards the quality of the living environment; determine the subjects and scope of the survey, and finalise the sociological survey form;
- Use mathematical and expert methods to determine the survey sample sizes and distribution of survey sample sizes for each locality according to the survey subjects or areas to ensure scientific, practical and reliable requirements;
- Determine methodology and plan to conduct a nationwide sociological survey to assess people's satisfaction with the quality of the living environment;
- Summarize and develop a guideline for sociological survey to assess people's satisfaction with the living environment quality for provinces and municipalities.

4 DELIVERABLES

The consultancy firm will carry out the task detailed under Section 3 and submit deliverables and periodical reports to PMU according to the work plan and upon request from the PMU. For deliverable No. 1 to No.6, the consultancy firm must submit 01 soft copy and 03 hard (printed) copies in Vietnamese, for deliverable No. 7, the consultancy firm must submit 01 soft copy and 03 hard (printed) copies in Vietnamese and in English. Expected deliverables and timetable are as follow:

No.	Deliverable	Due Date
1	Detailed work plan including the method(s) of work and technical approaches that will be used.	1 week after signing the contract
2	Report on review and assessment of 10 years implementation of Decision 1946/TTg-CP on the treatment and prevention of environmental pollution caused by pesticides residue nationwide.	2 months after signing the contract
3	Sociological survey form(s) to assess people's satisfaction with quality of living environment.	2 months after signing the contract
4	Survey report on additional pesticide residues contaminated sites in a number of provinces.	3 months after signing the contract
5	Draft plan for treatment and prevention of environmental pollution caused by pesticide residue in the whole country in the period of 2020-2025, and documents submitted to the Prime Minister for consideration and approval of this Plan.	4 months after signing the contract
6	A guideline for sociological survey to assess people's satisfaction with the living environment quality for provinces and municipalities.	4 months after signing the contract
7	Final consolidated report including workshop reports.	4 months after signing the contract

5 TIMING & DURATION

Total time allocated for this assignment is **04 months** from contract's signature.

6 MONITORING AND PROGRESS CONTROL

- The selected consultancy firm will work under the supervision of the Project Director/ Deputy Project Director and the Project Manager.
- The selected consultancy firm will discuss in detail with the Project Management Unit when the contract starts.

- The selected consultancy firm will have regular meetings with the PMU to discuss the plan, progress and content of the work. The consultancy firm will report and consult with the PMU on agreed work progress regularly.
- The selected consultancy firm will contact the PMU via email or contact directly by phone.
- The selected consultancy firm must work proactively with technical advisor(s) of the project. The Project Management Unit shall act in a coordinating role in organizing their meetings and discussions.

7 MINIMUM REQUIREMENTS, SKILLS AND EXPERTISE

General requirements for the national consultancy firm

- The consultancy firm must have the function to conduct inventory, surveys, evaluation and treatments of contaminated areas and have a minimum experience of 5 years in this field in Vietnam;
- Successfully completed at least 01 project on survey/evaluation or treatment of environmental pollution caused by pesticides;
- Proven experience working with local authority and people;
- At least 04 key personals/experts with specialization in environmental science, analytical chemistry and sociology/statistics; the key experts are Vietnamese and fluent in English.

Requirements for key experts

National Team Leader

- Advanced university degree in Environmental Science, Analytical Chemistry or related field
- A minimum of 10-year experience in inventory, survey, evaluation and treatment of contaminated areas
- Knowledge and experience on environment management for chemistry
- Proven experience in leading a group of experts
- English proficiency certificate of D-level or equivalent or demonstrated working and advanced writing knowledge of English
- Demonstrated skills in information collection, data analysis, drafting plans and reports

01 National Expert in Environment Management

- Advanced university degree in environmental science or related field;
- A minimum of 10 years' experience in environment management and/or environmental protection laws;
- A minimum of 5 years' experience in inventory, survey, evaluation and treatment of contaminated areas
- English proficiency certificate of C-level or equivalent, or demonstrated working and advanced writing knowledge of English.

01 National Expert in Analytical Chemistry

- Advanced university degree in analytical chemistry or related field;
- A minimum of 5 years' experience in environmental monitoring, survey and evaluation of contaminated areas
- A minimum of 5 years' experience in inventory, survey, evaluation and treatment of contaminated areas
- English proficiency certificate of C-level or equivalent, or demonstrated working and advanced writing knowledge of English

01 National Expert in Sociology/Statistics

- Advanced university degree in sociology/statistics or related field
- A minimum of 10-year experience in sociological survey/statistics and policy analysis
- A minimum of 5-year experience in developing and/or advising the formulation/revision of policy, regulations and laws on environment in Vietnam

- Proven skills in writing report, especially study report and regulatory assessment report
- English proficiency certificate of C-level or equivalent, or demonstrated working and advanced writing knowledge of English

8 PAYMENT TERMS

The payments will be in 3 instalments as follows:

- **First instalment:** 20% of the contract value upon submission to and approval of the PMU of Deliverable 1.
- **Second instalment:** 40% of the contract value upon submission to and approval of the PMU of Deliverables 2, 3 and 4.
- **Third instalment:** 40% of the contract value upon submission to and approval of the PMU of Deliverables 5, 6 and 7.

9 ADMIN SUPPORT AND REFERENCE DOCUMENTS

Admin support:

- VEA/PMU will support letters to relevant agencies to implement the consultancy upon request,
- PMU support to arrange meetings with relevant partners/stakeholders when necessary

Reference documents: Copies of following documents will be made available to the selected firm upon commencement of the assignment:

- Summary of the project content,
- Report of 10 years of implementation of Stockholm Convention on Persistent Organic Pollutants in Viet Nam (2005-2015),
- Vietnam National Implementation Plan for the Stockholm Convention on Persistent Organic Pollutants until 2025, vision to 2030,
- Other relevant documents related to the Decision 1946 and contaminated sites.

10 CRITERIA FOR ASSESSMENT OF BIDDING DOSSIERS

a. Mandatory requirements:

- The consultancy firm must have valid VIMCERT Certificate for sampling and analysis of environmental soil parameters including pesticides.

b. Evaluation criteria for technical proposal:

The evaluation of technical proposal shall be conducted using scoring method (1,000 points), as follows:

No.	Criteria	Scores
1	Experience and capacity	250
1.1.	Experience in conducting inventory, surveys, evaluation and treatments of contaminated areas in Vietnam for <ul style="list-style-type: none"> - > 5 years - 3 to 5 years - < 3 years 	100 70 50
1.2.	Experience in conducting survey/evaluation or treatment of environmental pollution caused by pesticides <ul style="list-style-type: none"> - 2 contracts in the last 3 years - 1 contract in last 3 years - 0 contract 	100 50 0
1.3.	Working experience with local authority and community	50

No.	Criteria	Scores
2	Solutions and Methodologies	350
2.1.	Clearly understanding the purpose of the package	30
2.2.	Approach and methodology which are appropriate to the task	100
2.3.	Clear Presentation	20
2.4.	Feasible Implementation plan	100
2.5.	Reasonable arrangement for human resource	50
2.6.	Other factors (satisfying materials, machinery and equipment owned by the contractor or being rented to serve sampling and analysis work)	50
3	Experts	400
3.1.	01 National Team leader	130
	Advanced university degree in Environmental Science, Analytical Chemistry or related field <ul style="list-style-type: none"> - PhD degree or higher - Mater degree - Bachelor degree - Degree of Associate or lower 	25 20 10 00
	Experience in inventory, survey, evaluation and treatment of contaminated areas <ul style="list-style-type: none"> - ≥ 10 years' experience - More than 7 years - More than 5 years - Less than 5 years 	25 20 10 00
	Knowledge and experience on environment management for chemistry	20
	Experience in leading a group of experts	20
	English proficiency certificate of D-level or equivalent or demonstrated working and advanced writing knowledge of English	20
	Skills in information collection, data analysis, drafting plans and reports	20
3.2.	01 National Expert in Environment Management	90
	Advanced university degree in environmental science or related field <ul style="list-style-type: none"> - Mater degree or higher - Bachelor degree - Degree of Associate or lower 	25 20 10
	Experience in environment management and/or environmental protection laws <ul style="list-style-type: none"> - From 10 years' experience - More than 7 years' experience - More than 5 years' experience - Less than 5 years' experience 	25 20 10 05
	Experience in inventory, survey, evaluation and treatment of contaminated areas <ul style="list-style-type: none"> - From 5 years' experience - More than 3 years' experience - Less than 3 years' experience 	20 10 05
	English proficiency certificate of C-level or equivalent, or demonstrated working and advanced writing knowledge of English.	20
3.3.	01 National Expert in Analytical Chemistry	90
	Advanced university degree in analytical chemistry or related field <ul style="list-style-type: none"> - Mater degree or higher - Bachelor degree - Degree of Associate or lower 	25 20 10

No.	Criteria	Scores
	Experience in environmental monitoring, survey and evaluation of contaminated areas <ul style="list-style-type: none"> - More than 5 years' experience - More than 3 years' experience - Less than 3 years' experience 	20 10 05
	Experience in developing training materials and carrying out training on survey, evaluation, and treatment of contaminated areas in Vietnam <ul style="list-style-type: none"> - More than 5 years' experience - More than 3 years' experience - Less than 3 years' experience 	25 10 05
	English proficiency certificate of C-level or equivalent, or demonstrated working and advanced writing knowledge of English	20
3.4.	01 National Expert in Sociology/Statistics	90
	Advanced university degree in sociology/statistics or related field <ul style="list-style-type: none"> - Master degree or higher - Bachelor degree - Degree of Associate or lower 	25 20 10
	Experience in sociological survey/statistics and policy analysis <ul style="list-style-type: none"> - From 10 years' experience - More than 7 years' experience - More than 5 years' experience - Less than 5 years' experience 	20 10 05 0
	Experience in developing and/or advising the formulation/revision of policy, regulations and laws on environment in Vietnam <ul style="list-style-type: none"> - More than 5 years' experience - More than 3 years' experience - Less than 3 years' experience 	20 10 0
	Skills in writing report, especially study report and regulatory assessment report	15
	English proficiency certificate of C-level or equivalent, or demonstrated working and advanced writing knowledge of English	10
Total (100%)		1.000

FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL⁴

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁵)

[insert: Location].

[insert: Date]

To: Procurement Unit - UNDP Vietnam

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

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

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

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

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

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting

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

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

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

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

C. Qualifications of Key Personnel

The Service Provider must provide:

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

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

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

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

FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL⁶

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

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

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

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

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

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

A. Cost Breakdown per Deliverable*

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

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

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

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

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

6. Others				
III. Other Related Costs				
Applicable taxes				

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

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

CHECK LIST OF DOCUMENTS SUBMITTED BY BIDDERS

Note:

- Bidders are required to review carefully this checklist before submitting proposal to ensure complete submission.
- Maximum email size: 30 MB/email. Bidders can split proposal into several emails if the file size is large
- Technical and Financial Proposals are to be submitted in separate envelopes/emails by **Friday, February 21, 2020** (Hanoi time).
- Email and proposal should indicate clearly the name of tender.

Item	Documents	To be completed by bidders		
		Doc submitted Y/N	Number of pages	Remarks
1	Fully filled Technical proposal (pls. refer to template in Annex 2-a) with copies/scan of appropriate supporting documents:			
	a) Valid VIMCERT Certificate for sampling and analysis of environmental soil parameters including pesticides (Mandatory)			
	b) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations			
	c) Business Licenses – Registration Papers, Tax Payment Certification, etc.			
	d) Proven track-records of experience/completed contracts in the field of survey/evaluation or treatment of environmental pollution caused by pesticides in the last 3 years			
	e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc. (if any)			
	f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.			
	g) Proposed solutions and methodologies for implementation of the package (incl. purpose of the package, approach and methodology, implementation plan with detail timeframe for each activity, HR arrangement, etc.)			
	h) List of materials, machinery and equipment owned by the contractor or being rented to serve the sampling and analysis work			
	i) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;			
	j) Detailed and updated CVs of the proposed personnel with copies of relevant degrees and certificates (for all members)			
	k) 1 – 2 English reports of each proposed members			
2	Dully signed Price Schedule (pls. Refer to template in Annex 2-b)			

3	This duly filled, checked, certified submission checklist to be attached to the submission			
4	Send email (without attachment) to procurement.vn@undp.org notifying that you already submitted proposal and the number of email/envelop submitted. Notification emails should be sent to above email address by submission deadline or right after you submit proposals (either by email or hard copy).			

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

[Designation]

[Date]

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

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

16.0 SETTLEMENT OF DISPUTES

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

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 AUTHORITY TO MODIFY:

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

Contract templates and General Terms and Conditions

- Please find below link to the contract template:

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

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

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

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