REQUEST FOR PROPOSAL (RFP)

National consultancy firms/organizations

DATE: April 7, 2022
REFERENCE: B-220401

Dear Sir / Madam:

We kindly request you to submit your proposal for the Operation of the Social Impact Business Hub

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before Thursday, April 21, 2022 and via email to the address below:

quach.thuy.ha@undp.org

With subject line:

B-220401 – National consultancy firm for Operation of the Social Impact Business Hub

(Maximum size per email: 30 MB. Bidders can split proposal into several emails if the file size is large. Please send a separate email (without attachment) to procurement.vn@undp.org notifying that you already submitted proposal and the number of email(s) submitted. Notification email should be sent to above address by submission deadline or right after you submit proposals).

Your Proposal must be expressed in the English, and valid for a minimum period of 120 days

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. 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 Provider’s 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:


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:


Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Tran Thi Hong,
Head of Procurement Unit,
4/7/2022
### Description of Requirements

<table>
<thead>
<tr>
<th>Brief Description of the Required Services¹</th>
<th>National consultancy firm or consortium for the operation of the Social Impact Business Hub</th>
</tr>
</thead>
<tbody>
<tr>
<td>List and Description of Expected Outputs to be Delivered</td>
<td>Please see Section 3 in the attached TOR (Annex 1)</td>
</tr>
<tr>
<td>Person to Supervise the Work/Performance of the Service Provider</td>
<td>Please see Section 5 in the attached TOR (Annex 1)</td>
</tr>
</tbody>
</table>
| Location of work | ☒ Exact Address: Ha Noi with possible travel to other provinces  
☐ At Contractor’s Location |
| Expected duration of work | April 2022 – December 2022 |
| Target start date | April 2022 |
| Latest completion date | December 2022 |
| Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal) | ☐ Office space and facilities  
☐ Land Transportation  
☐ Others [pls. specify] |
| Implementation Schedule indicating breakdown and timing of activities/sub-activities | ☒ Required  
☐ Not Required |
| Names and curriculum vitae of individuals who will be involved in completing the services | ☒ Required  
☐ Not Required |
| Currency of Proposal | ☐ United States Dollars  
☒ Vietnamese dong |

¹ A detailed TOR is attached as the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.
<table>
<thead>
<tr>
<th>Value Added Tax on Price Proposal</th>
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<tbody>
<tr>
<td>☒ must be inclusive of VAT and other applicable indirect taxes</td>
</tr>
<tr>
<td>☐ must be exclusive of VAT and other applicable indirect taxes</td>
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<tr>
<th>Validity Period of Proposals (Counting for the last day of submission of quotes)</th>
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<tbody>
<tr>
<td>☐ 60 days</td>
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<tr>
<td>☐ 90 days</td>
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<tr>
<td>☒ 120 days</td>
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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.

<table>
<thead>
<tr>
<th>Partial Quotes</th>
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</thead>
<tbody>
<tr>
<td>☒ Not permitted</td>
</tr>
<tr>
<td>☐ Permitted [pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</td>
</tr>
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<tr>
<th>Payment Terms</th>
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<tbody>
<tr>
<td>As defined in the attached TORs</td>
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<tr>
<th>Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment</th>
</tr>
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<tbody>
<tr>
<td>As defined in the attached TORs</td>
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<tr>
<th>Type of Contract to be Signed</th>
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<tbody>
<tr>
<td>☐ Purchase Order</td>
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<tr>
<td>☐ Institutional Contract</td>
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<tr>
<td>☒ Contract for Professional Services</td>
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<tr>
<td>☐ Long-Term Agreement</td>
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<tr>
<td>☐ Other Type of Contract</td>
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</tbody>
</table>

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<tr>
<th>Criteria for Contract Award</th>
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<tbody>
<tr>
<td>☒ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</td>
</tr>
<tr>
<td>☒ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion 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.</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Criteria for the Assessment of Proposal</th>
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<tbody>
<tr>
<td>Technical Proposal (70%)</td>
</tr>
<tr>
<td>☒ Expertise of the Firm [indicate percentage]</td>
</tr>
<tr>
<td>☒ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan [indicate percentage]</td>
</tr>
<tr>
<td>☒ Management Structure and Qualification of Key Personnel and other requirements (please refer to Evaluation Criteria in the TOR for preparation and submission)</td>
</tr>
</tbody>
</table>

Financial Proposal (30%)
To be computed as a ratio of the Proposal’s offer to the lowest price among the proposals received by UNDP.
| **UNDP will award the contract to:** | ☒ One and only one Service Provider  
☐ One or more Service Providers, depending on the following factors |
|---------------------------------|------------------------------------------------------------------|
| **Contract General Terms and Conditions**² | ☒ General Terms and Conditions for contracts (goods and/or services)  
  
  Applicable Terms and Conditions are available at:  
  
| **Annexes to this RFP**³ | ☒ Form for Submission of Proposal (Annex 2)  
  ☐ Others: |
| **Contact Person for Inquiries (Written inquiries only)**⁴ | Quach Thuy Ha  
  Procurement Associate  
  quach.thuy.ha@undp.org  
  
  Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers. |
| **Other Information [pls. specify]** | N/A |

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.

³ Where the information is available in the web, a URL for the information may simply be provided.

⁴ 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.
ANNEX 1

TERM OF REFERENCE

<table>
<thead>
<tr>
<th>Service</th>
<th>Operation of the Social Impact Business Hub</th>
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<tbody>
<tr>
<td>Duty station:</td>
<td>Hanoi, Viet Nam, with possible travel to other provinces</td>
</tr>
<tr>
<td>Expected Duration</td>
<td>April 2022- December 2022</td>
</tr>
<tr>
<td>Contractor</td>
<td>National consultancy firm or consortium</td>
</tr>
<tr>
<td>Reporting to</td>
<td>UNDP Programme Analyst</td>
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</tbody>
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1. GENERAL BACKGROUND

The project “Leveraging Viet Nam’s Social Impact Business Ecosystem in Response to COVID-19” (ISEE COVID project), with sponsorship from the Global Affairs Canada, is co-implemented by UNDP and Agency of Enterprise Development (AED), Ministry of Planning and Investment, aims to enhance the resilience of social impact businesses (SIBs) in Viet Nam and contribute to reducing the impact of COVID-19 on vulnerable groups, especially women and girls. The ISEE COVID project has two primary objectives: (i) improving the effectiveness of SIBs, especially those led by women and vulnerable groups, to address the social and gendered impacts of COVID-19 and accelerate the achievement of the SDGs; and (ii) strengthening the regulatory environment for SIBs to be more gender-responsive, inclusive and transparent, thereby supporting the resilience of SIBs to COVID-19 impact, with a particular focus on SIBs that are led by women and other vulnerable groups.

**Expectation of the Social Impact Business Hub (SIB Hub)**

In 2022, the project will facilitate the establishment of the **SIB National Network (network)** with at least 30 members from the three main segments of the ecosystem: SIBs, SIB intermediaries, and Policymakers. The network will strengthen the representation and proposition of Vietnamese SIBs in the domestic and international markets. The main functions of the SIB National Network are: (i) facilitate the stronger collaboration of key actors in the ecosystem, (ii) synergy of the supporting resources for the better development of the SIB ecosystem, and (iii) represent the SIB ecosystem in Viet Nam. The Network’s activities will be based on emerging challenges, especially those related to the response to COVID 19. These will include a series of structured meetings/workshops/dialogues to support SIB Network members. Each quarter, SIB Network will identify the most appropriate topics and the SIB intermediaries to be funded to lead the organization of forums/events for greater discussions.
Under the SIB National Network, the **SIB Hub** will be formed. The SIB Hub is a critical and centric part of the SIB National network, providing vital information, leading activities, and providing services that connect all its members. SIB Hub is a mechanism to "listen" to SIB’s regular needs, not only through the traditional way of 1-time surveys or consultation meetings. After the requirements are collected, SIB Hub will connect the SIBs to the appropriate service providers (intermediaries). SIB needs and requirements will be collected and analyzed regularly to feed in as inputs for policymakers to create evidence-based SIB policy.

**VIETNAM SIB NETWORK**

Diagram 1. Viet Nam SIB Network structure

The main functions of the Hub are to i) collect, analyze and distribute essential data & information on the SIB ecosystem to those who need it (policymakers, researchers, SIBs, etc.) as the SIB Knowledge library; (ii) implement the supporting activities for the SIB National network, facilitate the matchmaking between SIB and SIB service providers; and (iii) response to the requirement of SIB and intermediaries in a real-time manner.

The SIB Hub includes:

- An online portal (website) to collect and respond to the requirements of SIBs and ecosystem actors and share relevant data & knowledge
- A phone portal as a complementary channel to the online one for those who are keen to communicate directly or not yet comfortable using the website
- A physical place to organize training, networking events
- Personnel to operate the hub and experts to support SIBs (a variety of expertise would be available to respond to and address different challenges of SIBs over time).

UNDP will commission a national consultancy firm or consortium to develop and complete four main outputs:

- A sustainable business model of the SIB Hub developed by the end of the contract
- An open-source of data and knowledge to support stakeholders in the SIB ecosystem shared on the project’s website
- The supporting activities for the SIB ecosystem implemented and met the quality of UNDP
- Requirements and questions from SIB, intermediaries, and policymakers addressed by the SIB Hub

(See details of main outputs in the following sections).

2) OBJECTIVES OF THE ASSIGNMENT

Strengthen the SIB ecosystem by sharing data and knowledge, connecting stakeholders, and providing necessary support to SIB, intermediaries, and policymakers

3) SCOPE, TASKS, AND DELIVERABLES WITH TIMELINES OF CONSULTANCY SERVICE

Overall, the consultancy firm is expected to:

- Consult with SIBs, collect (Meet), analyze, map (Match) and distribute essential data & information on the SIB ecosystem;
- Implement the supporting activities for the SIB ecosystem (Mentor) in the framework of the ISEE-COVID project;
- Act as the focal point of the SIB National Network and the project office, respond to and address the requirements of the SIB and intermediaries (Mentor/Coach).
- Collaborate with UNDP Programme Analyst, UNDP Acceleration Lab, develop the sustainable non-profit business model for the SIB Hub for the upcoming years (Move).

Built on the results of two related assignments (i) “baseline report and data for M&E of ISEE-COVID project” and (ii) “Social Impact Business Innovation Champion Programme” which are commissioned by other two TORs, the national firm/consortium is expected to:

3.1 Develop the sustainable non-profit business model for the SIB Hub

SIB Hub’s vision is to operate as the center supporter of the SIB Ecosystem in Viet Nam. From 2022 to 2024, the financial source for the SIB Hub will be provided by the ISEE-COVID project. After that, SIB Hub needs to find other financial resources to continue the work. The national firm/consortium is expected to develop a sustainable non-profit business model for the SIB Hub for the next five years, integrating the international best practices and adapting to the Vietnamese context. This plan will be reviewed and revised every year (if needed). The business model canvas could be used as the basic template.
<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Description</th>
<th>Expected results</th>
<th>Deadline</th>
</tr>
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</table>
| Deliverable 1 | The basic business model and Master Workplan of SIB Hub in 2022 built | - Business model canvas for SIB Hub (2-3 pages including diagrams and brief explanation) completed  
- Detailed work plan of all requirements in this TOR | 20 May 2022 |
| Deliverable 2 | The narrative of a sustainable non-profit business model for the SIB Hub completed | - The detailed business model for the SIB Hub in Vietnamese and English  
- A well-designed two pagers of the business model | 31 December 2022 |

3.2 Collect, analyze and distribute essential data & information on the SIB ecosystem

- As a part of the business plan for SIB Hub, the following activities are required: **Collect data** on SIBs, SIB intermediaries, policy related to SIBs through surveys, consultation meetings/dialogues, mapping activities, and a phone call/online chat function/email contact address and alternative channels to listen to SIB needs regularly. UNDP will provide the data from the ISEE-COVID baseline assessment report for SIB Hub to use in the beginning.

The main data types include functions, capacity, development stages, target audience, Covid impact, and needs of SIBs per sector and location; similar data on SIB intermediaries; and the state of policy and government agencies related to SIBs in Viet Nam.

SIB Hub will also collect data in line with the framework for monitoring and evaluating the project. Data should be collected as a continuous process throughout SIB Hub’s lifetime.

- **Analyze and distribute data** to SIB ecosystem stakeholders through reports and the ISEE COVID website. Through such transparent information, SIBs will know precisely who’s who in the ecosystem that they can reach out to for specific needs and collaboration opportunities; SIB intermediaries will be able to mobilize resources most efficiently among themselves to meet SIB needs; policymakers will understand the real-time situation and needs of the SIB ecosystem, hence being able to create more relevant supporting policy.

- **Act as the open-source knowledge library**: to provide important capacity materials for the SIB ecosystem. For example, all the project’s capacity-building materials will be standardized and uploaded to the ISEE-COVID website. The SIB Hub will be in charge of the monthly
newsletter of the Viet Nam SIB Network. SIB Hub will also support sharing information about the ISEE-COVID project activities and other relevant supporting SIB projects/activities.

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<thead>
<tr>
<th>Deliverable</th>
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<th>Expected results</th>
<th>Deadline</th>
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<tbody>
<tr>
<td>Deliverable 3</td>
<td>A framework of data collected, analyzed, and distributed by the SIB Hub designed</td>
<td>List of all relevant data, meaning of the data, and form for data collection completed, with agreed by the UNDP team</td>
<td>30 May 2022</td>
</tr>
<tr>
<td>Deliverable 4</td>
<td>The information on the ISEE-COVID project and relevant supporting SIB project/activities distributed</td>
<td>- Deliverable 4.1: Template and Timeline of the monthly newsletter for the Viet Nam SIB Network - Deliverable 4.2: Monthly newsletter developed and approved by UNDP, then sent to at least 300 SIBs and intermediaries - Deliverable 4.3: Monthly update of the relevant content on the ISEE COVID website</td>
<td>Deliverable 4.1: 30 May 2022 Deliverable 4.2: Start from May 2022 and Monthly update until 31 December 2022 Deliverable 4.3: Start from June 2022 and Monthly update until 31 December 2022</td>
</tr>
<tr>
<td>Deliverable 5</td>
<td>Summarize report on the state of SIB and intermediaries in 2022 completed</td>
<td>A summary report on the state of SIB and intermediaries in 2022 in English and Vietnamese (maximum 15 pages) - A 2 pagers executive summarize will well-designed graphics in English and Vietnamese</td>
<td>31 December 2022</td>
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</table>

3.3. Implement the supporting activities for the SIB ecosystem in the framework of the ISEE-COVID project

3.3.1 Organize online training for the SIB and intermediaries

SIBs in Viet Nam lack the capacity for business development, especially when they need to respond to the crises like COVID-19. Due to COVID-19, many SIBs want to change their business models, but they don’t know how and don’t have the budget to do it. They also meet the main difficulties in reducing revenue from existing customers and difficulty in expanding their market,
expanding the market to new customers, and finding new approaches to selling products. Additionally, SIBs also lack the capacity for access to finance and the readiness to receive the investment. They need support in technical and financial to build the strategy, portfolio to attract more investment.

To respond to the above needs, SIB Hub needs to organize 04 online training courses, including:

- 02 online training courses (3 days each) for SIB on business development (the topic will be decided based on the actual needs of SIBs, collected from SIB Hub and baseline assessment, proposed topics are Developing new business plans to cope with COVID-19, Business management skills, Lean accounting, and financing, Exporting skills, and experiences, Online sales)
- 02 online training courses (3 days each) for SIB on access to finance (the proposed topic are: Writing business proposals for banking loans, for investment, Pitching and Presentation skills…(the topic will be decided based on the actual needs of SIBs, collected from SIB Hub and baseline assessment)

Duration: each training will be held online in 3 days, with training time at least 6 hours per day

Main activities: Lectures, keynote speeches, reflection, mentoring sessions, networking activity

The national firm needs to be responsible for:

- Collect the actual requirements and needs from SIB on the capacity building
- Develop the training agenda for the two training, in line with the actual needs of SIBs
- Develop the selection criteria and recruit the SIBs for the training: each training has at least 25 people
- The firm also needs to be in charge of recruiting up to 4 trainers for the training. For trainers, have at least five years of relevant experience for the incubation training (including but not limited to experience in working/mentoring for vulnerable groups, legal, SDG, IT, marketing, impact measurement, innovation & impact entrepreneurship). The detailed TORs need to be consulted with and approved by UNDP. UNDP Programme Analyst will be a member of the selection panel for selecting the trainers.
- Organize the online training courses
- Evaluate the understanding and knowledge of SIBs before and after the training
- Short report on the results of the training course, lessons learned, and way to go forward

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<tbody>
<tr>
<td>Deliverable 6</td>
<td>Training agendas of 3 days on business development and three days on accessing finance for the SIB designed</td>
<td>- Training agenda built with the integration of the content on gender, environmental, and climate change issues</td>
<td>15 June 2022</td>
</tr>
</tbody>
</table>
| Deliverable 7 | Call for applications done & the most suitable SIBs selected | - A recruitment plan, selection criteria, and template of the Call for expression of interest developed  
- At least 80 SIBs representatives will be selected to join the training; at least 50% are women and people from vulnerable groups  
- Results of the pre-evaluation of at least 80 participants | 30 June 2022 |
| Deliverable 8 | Four online training courses for SIB organized:  
Batch 1: 02 online training (3 days each) for SIB on business development  
Batch 2: 02 online training (3 days each) for SIB on access to finance | - The online training will be held successfully: at least 25 people join each training, 85% of participants have good evaluation about the training logistics and quality of trainers, master coach  
- List of participants and trainers  
- Training presentations  
- Photos and videos of the activities  
- Brief report on lessons learned | Deliverable 4.1: Batch 1: 30 July 2022  
Deliverable 4.2: Batch 2: 20 August 2022 |

3.3.2 Organize the networking event to connect the SIB and relevant business development service providers
Matching with accelerators/incubators to support SIBs

In 2022, at least 30 SIBs will be chosen for (i) receiving seed funding from UNDP and (ii) participating in the accelerator/incubator matching support. Priorities will be given to SIBs whose business plans consider gender and environmental issues. SIB Hub needs to match them with appropriate business incubators/accelerators.

These SIBs will receive funding from UNDP to participate in the acceleration program of their choice within the list of high-quality accelerator programs that the project endorses. Apart from general capacity building programs, incubation, and acceleration, other business development services that can be matched by SIB Hub are probably packaging, branding, certifications to access international markets, technology transfer, etc...

Match-making events with investors

Information about different funding resources for SIBs such as equity investors, philanthropic funds, banks, and investment opportunities will be provided to SIBs through the SIB Hub. Since gender-lens investing is on the rise in Vietnam, according to the GIIN and Intellecap’s 2018 report, special investment-matching events for such businesses and investors will be carried out.

SIB Hub needs to:

- Analyze the needs of at least 30 SIBs who will receive the seed funding from the project and match them to the appropriate incubator/accelerator programmes
- Organize four networking events to match SIBs’ needs with potential investors, relevant financial service providers with at least 20 people per event, at least 50 connections made between SIBs and investors/funding agencies/financial service providers. Two half-day in-person events in SIB Hub’s place for the SIBs in Hanoi and two online events for the SIBs in the different provinces. The firm will provide venue, required equipment, a tea break and lunch for the participants in the in-person events.

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<tr>
<th>Deliverable</th>
<th>Description</th>
<th>Expected results</th>
<th>Deadline</th>
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<tbody>
<tr>
<td>Deliverable 9</td>
<td>The needs of at least 30 SIBs analyzed; matching process between SIB and the appropriated accelerator/incubator programmes implemented.</td>
<td>- 30 profiles of SIBs and the analysis, the suggestion of matching with the appropriate accelerator/incubator programmes completed - At least 30 SIB matched with</td>
<td>30 July 2022</td>
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</tbody>
</table>
### Deliverable 10

| Deliverable 10 | Four half-day networking events to match SIBs' needs with potential investors, relevant financial service providers organized | A list of SIBs and investors/funding agencies joined the networking events | List of at least 50 connections made between SIBs and investors/funding agencies/financial service providers. | 30 October 2022 |

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#### 3.4 Act as the focal point of the SIB National Network and the project office, respond to and address the requirements of the SIB and intermediaries through the Website and Phone portal

As mentioned above, SIB Hub will have:

- An online portal (website) to collect and respond to the requirements of SIBs and ecosystem actors; to share relevant information as the Open sources knowledge library
- A phone portal as a complementary channel to the online one for those who are keen to communicate directly or not yet comfortable using the website
- A physical place to organize training, networking events

SIB Hub needs to apply the [4M Accelerator Lab](#) approach in its support for the SIBs, intermediaries, and policymakers.

<table>
<thead>
<tr>
<th>Meet (Problem identification)</th>
<th>Match (Solution mapping)</th>
<th>Mentor (Rapid experimentation)</th>
<th>Move (Scaling Up)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meet and discuss with the SIB, intermediaries, policymakers to identify their problem</td>
<td>Match the SIB, intermediaries, and policymakers with the appropriate business services providers</td>
<td>Invite SIBs, intermediaries, policymakers to join the appropriate intensive training, coaching and supporting programmes of the ISEE-COVID project or other programmes/projects</td>
<td>Connect the SIBs with the investors, financial support agencies, growth support agencies for the further development</td>
</tr>
</tbody>
</table>
The list of services that the SIB Hub will provide are:
- Response to the questions of SIB, intermediaries, and policymakers through the website and phone portal if SIB Hub has the relevant information or data in its database (UNDP will provide access to the website and phone portal to the SIB Hub team in June 2022)
- Connect the SIB, intermediaries to the appropriate business services providers, or connect them with the suitable supporting activities of the ISEE-COVID project
- With the common issues/needs of the SIB, intermediaries, and policymakers to which SIB Hub could not provide the answers, SIB Hub could invite the subject matter experts (up to 8 experts) to address the frequently asked questions every month from June to December 2022. The requirement for inviting experts is having at least eight years of relevant experience for the requirements subject. The detailed TORs need to be consulted with and approved by UNDP. UNDP Programme Analyst will be a member of the selection panel for selecting the experts. Additionally, the SIB Hub will need to provide a physical place for the SIB, intermediaries to connect, meet and get advice from experts, showcase SIB products and services. This physical place needs to have (i) enough space for the SIB Hub team’s day-to-day operation and (ii) at least one standard meeting room, which SIB, intermediaries can book and use for business purposes for free (on a first-come, first-serve basis). The place will be used to organize the training and networking events of the project. The place needs to have access for persons with disabilities. In 2022, SIB Hub is expected to provide one physical Hub in Hanoi.

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<tr>
<th>Deliverable</th>
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<th>Expected results</th>
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</table>
| Deliverable 11 | Response to the requirement of the SIBs and intermediaries | - Evaluation form for the SIB/intermediaries who use the SIB Hub service developed  
- Communication plan to promote the SIB Hub’s service developed and run  
- At least 10-15 SIBs/intermediaries use the services of SIB Hub each month, and at least 85% got good evaluations on the services | Monthly update from June 2022 to 31 December 2022 |
| Deliverable 12 | Provide a physical place as a Hub for SIBs to connect, meet and get advice from | A registration form for using the meeting | The place needs to be ready before 30 June 2022 |
| Deliverable 13 | Monthly report on the activities of the SIB Hub service | A summary report on the activities of SIB Hub, including numbers of SIB/intermediaries used services, their evaluation, and update plan for the next month | Monthly update until 31 December 2022 |

### 3.5 Documentation and sharing the lessons learned

The firm needs to provide:

- **01 well-made video on the SIB Hub’s activities in 2022** with the length from 3-5 minutes, showing the key milestones, SIB and intermediaries’ thoughts and feedback, the memorable moments

- **01 report on the implementation of SIB Hub**, which the main results, lessons learned, and way going forward in the next year

All of the documentation products will be published by UNDP.

| Deliverable 14 | Documentation and sharing of the lessons learned | - 01 well-made video on the activities of SIB Hub in 2022  
- 01 report on the implementation of the SIB Hub, which the main results, lessons learned, and way going forward | 31 December 2022 |
Note: All required documents and reports need to be written in English. The final videos need to be made in Vietnamese with English subtitles

4) DURATION OF ASSIGNMENT, DUTY STATION, AND EXPECTED PLACES OF TRAVEL
The duration of the consultancy starts from the date both parties shall have signed the consultancy contract. The Service provider is expected to provide services specified in this TOR from April to December 2022.

This assessment will be located in the SIB Hub physical place. If the SIB Hub team needs to travel to other provinces for appropriate business purposes, the ISEE COVID project will cover the travel cost.

5) PROVISION OF MONITORING AND PROGRESS CONTROLS
The work of the consultancy firm will be monitored by the UNDP Program Analyst based on the key milestones/deliverables and timelines as noted above. Following the first briefing meeting of UNDP and the selected consultancy firm at the outset of the assignment, the firm will start implementing the first task. The UNDP agreement and endorsement of the deliverables will allow the consultancy firm to implement the next tasks.

6) DOCUMENTS AND SUPPORT FROM UNDP
UNDP will provide the following relevant background documents to the selected firm:
- Project summary of the ISEE-COVID project
- Other documents that are relevant and available.

UNDP is not required to provide any physical facility for the work of the consultancy institution. However, venues for some technical meetings/consultations can be provided at the discretion of UNDP as necessary. The UNDP team will provide technical inputs for the firm in designing and implementing the programme.

7) EXPECTED COMPOSITION OF THE CONSULTANCY TEAM AND QUALIFICATION AND EXPERIENCE REQUIREMENTS FOR THE TEAM MEMBERS:
The requirements for the firm and the key personnel are below:

7.1 The national firm should meet the following criteria:
- At least 3 years of experience in supporting or providing business support services for the SIBs and/or SIB intermediaries
- At least 3 years of experience in designing and organizing capacity building training, workshop, and networking events for SIBs
- Has strong knowledge and working experience in supporting businesses led by vulnerable groups, understanding of the gender and environmental issues in the business
- Strong network & relationship with the domestic, ASEAN innovation & impact entrepreneurship ecosystem
Proven experience in establishing or running the network for SIBs is a vital asset. Experience and knowledge on the Accelerator Lab approach or 4 M initiative is an advantage.

It is expected that the consultancy firm will consist of at least 04 members, including (i) a National Team leader; (ii) a National Data Analyst; (iii) a National Communication and Event Coordinator; (iv) a National Finance and administration coordinator.

7.2 01 National Team leader - SIB Hub Manager

**Qualification:**

- Master’s degree in economics, social sciences, businesses, law, or related fields;
- At least 3 years of experience in supporting or providing business support services for SIBs/ SIBs intermediaries
- Has strong knowledge and working experience in supporting businesses led by vulnerable groups, understanding of the gender and environmental issues in the business
- Good understanding of Vietnamese and regional innovation and impact entrepreneurship ecosystem
- Capable of communicating and writing reports in English and Vietnamese;
- Proven experience in establishing or running the network for SIBs is a vital asset

7.3 01 National Data Analyst

**Qualification:**

- University degree in economics, social sciences, businesses, law, or related fields;
- At least 2 years of experience in conducting research, survey, data analysis
- Good understanding of the Vietnamese SIB ecosystem
- Has knowledge in gender, and social & environmental related issues and working experience in supporting the SIBs; vulnerable groups are vital assets
- Capable of communicating and writing in English and Vietnamese

7.4 01 National Communication and Event Coordinator

**Qualifications**

- University degree in media relations, journalism, media studies, social science, humanities, or related fields
- A minimum of 2 years of working experience in the area of communication, public relation for the development project
- Experience in organizing online and offline events, especially Facebook live streaming, Youtube live streaming, Zoom events.
- Experience in producing communications products like infographics, short video clips, Twitter and Facebook posts with links to relevant products; Graphic design capabilities are a vital asset;
7.5 01 National Finance and administration coordinator:

**Qualifications**
- University degree in business, finance, sustainable development, or a related field;
- A minimum of 2 years of working experience in the area of accounting, finance, administration for the development projects or businesses
- Experiences in financial management, project management, Bootcamp logistics, workshop, training, challenges…

8) **PAYMENT TERMS**

Milestones for payment:

- **First payment of 10%** of the total contract value upon the submission and acceptance of Deliverable 1
- **Second payment of 50%** of the total contract value upon submission and acceptance of deliverables 3,6,7,8,9 and the progress update of Deliverable 4
- **Last payment of 40%** of the total contract value upon submission and acceptance of deliverables 2,4, 5,10,11,12,13,14

**EVALUATION CRITERIA**

<table>
<thead>
<tr>
<th>Technical Proposal Evaluation</th>
<th>Max. points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Form 1: Expertise and Capacity of Firm / Organization submitting a proposal</strong></td>
<td>250</td>
</tr>
<tr>
<td>At least 3 years of experience in supporting or providing business support services for the SIBs and/or SIB intermediaries</td>
<td>50</td>
</tr>
<tr>
<td>At least 3 years of experience in designing and organizing capacity building training, workshop, and networking events for SIBs</td>
<td>50</td>
</tr>
<tr>
<td>Has strong knowledge and working experience in supporting businesses led by vulnerable groups, understanding of the gender and environmental issues in the business</td>
<td>50</td>
</tr>
<tr>
<td>Strong network &amp; relationship with the domestic, ASEAN innovation &amp; impact entrepreneurship ecosystem</td>
<td>50</td>
</tr>
<tr>
<td>Proven experience in establishing or running the network for SIBs is a vital asset; Experience and knowledge on the Accelerator Lab approach or 4 M initiative is an advantage.</td>
<td>50</td>
</tr>
</tbody>
</table>
### Form 2: Technical proposal

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Understanding of the ToR</td>
<td>50</td>
</tr>
<tr>
<td>The soundness of the proposed technical solutions: methodology</td>
<td>50</td>
</tr>
<tr>
<td>Timeliness and allocation of resources; Identification of challenges and proposed solutions</td>
<td>30, 20</td>
</tr>
</tbody>
</table>

### Form 3: Personnel

1. **National Team Leader- SIB Hub Manager**

   - Master’s degree in economics, social sciences, businesses, law, or related fields;
   - At least 3 years of experience in supporting or providing business support services for SIBs/ SIBs intermediaries
   - Has strong knowledge and working experience in supporting businesses led by vulnerable groups, understanding of the gender and environmental issues in the business
   - Good understanding of Vietnamese and regional innovation and its impact entrepreneurship ecosystem
   - Communicating and writing skills in English and Vietnamese (02 report samples are required)
   - Proven experience in establishing or running the network for SIBs is a vital asset

   **Score**: 300

2. **National Data Analyst**

   - University degree in economics, social sciences, businesses, law, or related fields;
   - At least 2 years of experience in conducting research, survey, data analysis
   - Good understanding of the Vietnamese SIB ecosystem
   - Has knowledge and working experience in supporting vulnerable groups, gender, and social & environmental related issues is an asset
   - Communicating and writing skills in English and Vietnamese (02 report samples are required)

   **Score**: 100

3. **National Communication and Event Coordinator**

   **Score**: 100
| University degree in media relations, journalism, media studies, social science, humanities, or related fields | 20 |
| A minimum of 2 years of working experience in the area of communication, public relation for the development project | 30 |
| Experience in organizing both online and offline events, especially Facebook live streaming, Youtube live streaming, Zoom event | 30 |
| Experience in producing communications products like infographics, short video clips, Twitter and Facebook posts with links to relevant products; Graphic design capabilities are a vital asset; | 20 |
| **4. 01 National Finance and administration coordinator** | **100** |
| University degree in business, finance, sustainable development, or a related field; | 50 |
| A minimum of 2 years of working experience in the area of accounting, finance, administration for the development projects or businesses | 30 |
| Experiences in financial management, project management, logistic arrangement for the Bootcamp, workshop, training, challenges… | 20 |
ANNEX 2

FORM FOR SUBMITTING SERVICE PROVIDER’S PROPOSAL

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

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

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 the following:

a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;

b) Business Licenses – Registration Papers, Tax Payment Certification, etc.

c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;

d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;

e) Certificates and Accreditation – including Quality Certificates, Patent Registrations,

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

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

### B. Proposed Methodology for the Completion of Services

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

### C. Qualifications of Key Personnel

If required by the RFP, 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; and
- **c)** Written confirmation from each personnel that they are available for the entire duration of the contract.

### D. Cost Breakdown per Deliverable*

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Percentage of Total Price (Weight for payment)</th>
<th>Price (Lump Sum, All Inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Deliverable 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Deliverable 2</td>
<td></td>
<td></td>
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<tr>
<td>3 .....</td>
<td></td>
<td></td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
<td></td>
</tr>
</tbody>
</table>

*This shall be the basis of the payment tranches

### E. Cost Breakdown by Cost Component  **[This is only an Example]**:
<table>
<thead>
<tr>
<th>Description of Activity</th>
<th>Remuneration per Unit of Time</th>
<th>Total Period of Engagement</th>
<th>No. of Personnel</th>
<th>Total Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I. Personnel Services</strong></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>1. Services from Home Office</td>
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<tr>
<td>a. Expertise 1</td>
<td></td>
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<tr>
<td>b. Expertise 2</td>
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<tr>
<td>2. Services from Field Offices</td>
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<tr>
<td>a. Expertise 1</td>
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<tr>
<td>b. Expertise 2</td>
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<tr>
<td>3. Services from Overseas</td>
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<td></td>
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<tr>
<td>a. Expertise 1</td>
<td></td>
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<tr>
<td>b. Expertise 2</td>
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<tr>
<td><strong>II. Out of Pocket Expenses</strong></td>
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<tr>
<td>1. Travel Costs</td>
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<tr>
<td>2. Daily Allowance</td>
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<tr>
<td>3. Communications</td>
<td></td>
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<tr>
<td>4. Reproduction</td>
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<tr>
<td>5. Equipment Lease</td>
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<tr>
<td>6. Others</td>
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<tr>
<td><strong>III. Other Related Costs</strong></td>
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</tbody>
</table>

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

[Designation]

[Date]
This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

1.1 Pursuant, inter alia, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor vis-à-vis UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

2.1 The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.2 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.

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

3. LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement ("LTA") as indicated in the Face Sheet of this Contract, the following conditions shall apply:

3.1 UNDP does not warrant that any quantity of Services shall be ordered during the term of the LTA.

3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Services from the Contractor hereunder.
3.3 The Contractor shall provide the Services, as and when requested by UNDP and reflected in a purchase order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a purchase order is issued.

3.4 The Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.5 In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

3.6 The Contractor shall report semi-annually to UNDP on the Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a purchase order for the Services during the reporting period.

3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

4.1 FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet 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.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 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 provision of the Services.

4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.

4.2.2 The Contractor shall not provide the Services or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the
breakdown of costs contained in the Financial Proposal.

4.2.5 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.

5. ADVANCE PAYMENT:

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

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

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report. All reports shall be written in the English language.

8. RESPONSIBILITY FOR EMPLOYEES:

8.1 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.

8.2 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. The Contractor shall (i) 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; and (ii) assume all risks and liabilities related to the Contractor’s security, and the full implementation of the security plan. 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 above.

9. 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.

10. SUBCONTRACTING: 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.

11. 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 worker’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.

12. INSURANCE AND LIABILITY:

12.1 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.

12.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury, disability or death in connection with this Contract.

12.3 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.

12.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

12.4.1 Name UNDP as additional insured;

12.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;

12.4.3 Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

12.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

13. ENCUMBRANCES AND 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 UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

14. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

15.1 Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

15.2 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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to 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.

15.3 At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

15.4 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 UNDP, shall be made available for use or inspection by 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.

16. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship 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 the United Nations in connection with its business or otherwise without the written permission of UNDP.

17. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or 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:

17.1 The Recipient shall:

17.1.1 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,

17.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

17.2 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 17, the Recipient may disclose Information to:

17.2.1 any other party with the Discloser’s prior written consent; and,

17.2.2 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:

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

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

17.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

17.3 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 UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

17.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

17.5 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.

17.6 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.

18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

18.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

18.2 If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, “Termination,” except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days.

18.3 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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.

19. TERMINATION:

19.1 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 22.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.

19.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day’s advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

19.3 In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.

19.4 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, 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 UNDP of the occurrence of any of the above events.

19.5 The provisions of this Article 19 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.
20. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

21. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

22. SETTLEMENT OF DISPUTES:

22.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.

22.2 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 22.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred to arbitral tribunal 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. 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”) and Article 34 (“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.

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

24. TAX EXEMPTION:

24.1 Article II, 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 restrictions, 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 exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

24.2 The Contractor authorizes UNDP to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

25. MODIFICATIONS: No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26. AUDITS AND INVESTIGATIONS:

26.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of 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. UNDP shall be entitled to a refund from
the Contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

26.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract 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.

26.3 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 relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor’s premises at reasonable times and on reasonable conditions in connection with such access to the Contractor’s personnel and relevant documentation. 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.

26.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

27. LIMITATION ON ACTIONS:

27.1 Except with respect to any indemnification obligations in Article 11, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 22.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

27.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

28. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 29 to 35 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

29. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

30. STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General’s Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission” and ST/SGB/2006/15 of 26 December 2006 on “Post-employment restrictions”, and shall also comply with and be subject to the requirements of the following:

30.1 The UN Supplier Code of Conduct;
30.2 UNDP Policy on Fraud and other Corrupt Practices (“UNDP Anti-fraud Policy”);
30.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;
30.4 UNDP Vendor Sanctions Policy; and
30.5 All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at http://www.undp.org/content/undp/en/home/operations/procurement/business/. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

31. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

32. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiary or affiliated entities (if any) 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.

33. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

34. SEXUAL EXPLOITATION:
34.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse.” In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

34.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

34.3 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.

35. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that 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 https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

REV.: SEPTEMBER 2017 UNDP GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL (DE MINIMIS) CONTRACTS