



## REQUEST FOR PROPOSAL (RFP)

<b>National firms/organizations</b>	DATE: May 31, 2022
	REFERENCE: <b>B-220506</b>

*Dear Sir / Madam:*

We kindly request you to submit your proposal for **training on the criteria/tools for selection and appraisal of prioritized CCA projects in the agriculture and rural development (ARD) sector**

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

Proposals may be submitted on or before **Tuesday, June 14, 2022** and via email to the address below:

[bid.submission.vn@undp.org](mailto:bid.submission.vn@undp.org)

With subject line:

**B-220506 – Training on criteria/tools for CCA projects in agriculture and rural development**

(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](mailto: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 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/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html>

**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 :

[https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/conduct\\_english.pdf](https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/conduct_english.pdf)

**Thank you and we look forward to receiving your Proposal.**

**Sincerely yours,**

*Tran Thi Hong,  
Head of Procurement Unit,  
5/31/2022*

## Description of Requirements

Brief Description of the Required Services <sup>1</sup>	National Firm to deliver training on the criteria/tools for selection and appraisal of prioritized CCA projects in the agriculture and rural development (ARD) sector
List and Description of Expected Outputs to be Delivered	Please see Section IV in the attached TOR (Annex 1)
Person to Supervise the Work/Performance of the Service Provider	Please see Section VI in the attached TOR (Annex 1)
Location of work	<input checked="" type="checkbox"/> Exact Address: Ha Noi <input type="checkbox"/> At Contractor's Location
Expected duration of work	June 2022 – September 2022
Target start date	June 2022
Latest completion date	September 2022
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 checked="" type="checkbox"/> <b>Vietnamese dong</b>

<sup>1</sup> 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.

Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> <b>must be inclusive of VAT and other applicable indirect taxes</b> <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals ( <i>Counting for the last day of submission of quotes</i> )	<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 <i>[pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</i>
Payment Terms	As defined in the attached TORs
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	As defined in the attached TORs
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 <input type="checkbox"/> Other Type of Contract
Criteria for Contract Award	<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 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.
Criteria for the Assessment of Proposal	<p><b><u>Technical Proposal (70%)</u></b></p> <p><input checked="" type="checkbox"/> Expertise of the Firm <i>[indicate percentage]</i></p> <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan <i>[indicate percentage]</i></p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel and other requirements (please refer to Evaluation Criteria in the TOR for preparation and submission)</p> <p><b><u>Financial Proposal (30%)</u></b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>

UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors
Contract General Terms and Conditions <sup>2</sup>	<input checked="" type="checkbox"/> General Terms and Conditions for contracts (goods and/or services)  Applicable Terms and Conditions are available at:  <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
Annexes to this RFP <sup>3</sup>	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input type="checkbox"/> Others:
Contact Person for Inquiries  (Written inquiries only) <sup>4</sup>	<i>Quach Thuy Ha</i> <i>Procurement Associate</i> <i>quach.thuy.ha@undp.org</i> 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

<sup>2</sup> 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.

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

<sup>4</sup> 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.



## TERM OF REFERENCE

NATIONAL FIRM

<b>Name of service:</b>	01 National Firm to deliver training on the criteria/tools for selection and appraisal of prioritized CCA projects in the agriculture and rural development (ARD) sector		
<b>Project:</b>	Viet Nam National Adaptation Plan (NAP) Development and Operationalization Support Project		
<b>Reporting to:</b>	GCF Project Manager/UNDP Program Officer on Climate Change and Resilience and MARD Project Focal Point - Department of Planning (DOP)		
<b>Duration of Assignment:</b>	3 months		
<b>Start Date:</b>	6/15/2022	<b>End Date:</b>	9/15/2022

### I. BACKGROUND & PROJECT DESCRIPTION

With its extensive coastline and deltaic plains, Viet Nam is considered to be among the most vulnerable countries to climate change globally. Extreme weather events such as typhoons and tropical storms have increased in intensity, magnifying socio-economic and health impacts on rural, urban, coastal, and mountain communities, and endangering critical transportation and drainage infrastructure. The Mekong Delta is one of the most susceptible deltas in the world to sea level rise.

To address climate change, the Government of Viet Nam (GoV) has developed a series of national strategies, policies and action plans on climate change, green growth, and sustainable development. One key strategy is the GoV's National Strategy on Climate Change which approved in 2011. To date, the government has been able to put in place several key climate change related decisions, including the landmark Plan for Implementation of the Paris Agreement (PIPA) in 2016 and approved its National Adaptation Plan (NAP) to climate change for period 2021-2030 with a vision to 2050 in July, 2020. In addition, Viet Nam is among the first countries to have submitted its Updated Nationally Determined Contribution (NDC) to the UNFCCC in September 2020, which has a strong adaptation component.

The main obvious challenge in Viet Nam to effectively address climate change issue is the lack of capacity to effectively integrate climate change adaptation into plans and budgets at different levels and to design, operationalize, finance, and monitor adaptation actions. Barriers include lack of technical capacity to integrate data and information, and undertake assessments for adaptation planning, lack of capacity for appraising adaptation options in sector and provincial departments, ineffective inter-ministerial coordination, lack of active participation from private sector and local communities, lack of financing strategies, limited government and external resources, and lack of participatory and results-based monitoring and evaluation frameworks.

To address these barriers, the **Viet Nam National Adaptation Plan (NAP) Development and Operationalization Support Project (NAP-SUP)** is designed along the following outcomes:

- **Outcome 1:** Capacity for data integration enhanced and National Adaptation Plan (NAP) prepared and aligned with NDC review;
- **Outcome 2:** National adaptation plan and CCA integrated into national, subnational, and sectoral development plans and budget of priority sectors with private sector participation; and
- **Outcome 3:** Participatory results-based monitoring and evaluation mechanism developed and operationalized.

These three outcomes and their associated activities will contribute to the overall objective of the project, which is to *"establish an effective system to integrate climate change adaptation into government administration processes in the priority sectors."* The priority sectors to be addressed under this proposal are: Agriculture and Rural Development, Transport, Health, Natural Resources and Environment, and Planning and Investment.

Ministry of Agriculture and Rural Development (MARD) accounted for nearly 80% of climate expenditures from the five-line ministries (included MARD, MOT, MOC, MOIT and MONRE) as stated in the Climate Public Expenditure and Institutional Review Report-CPEIR. Climate-responsive investments under MARD mainly targeted investments in

climate-resilient irrigation, which account for more than two thirds of MARD's investment budget. Other climate-responsive investments that have received a smaller portion of financing include infrastructure for rural development, food security and forest development. The majority of recurrent budget spending was for research projects, including those that study the effect of climate change on rice production and of salinization on crop yields. In addition, there has been a small amount of CC-response spending on policy development activities through recurrent spending, where it is mostly spent for development of actions and sectoral plans. The lack of consistent criteria for selection of investment projects has resulted in the low interest of private sector's investment in the agricultural projects in general and CCA projects in particular.

As part of the outcome 1 and 2 of the NAP-Sup Project, MARD is currently advancing work to consolidate systematic analysis on key climate impacts and identifying key entry points to promote for public private partnership in future adaptation investments in agriculture and rural development (ARD) sector. In order to support MARD in better preparation and readiness for future climate investment prioritization, UNDP is looking for a national firm to deliver training courses on the criteria/tools for selection and appraisal of prioritized CCA projects in ARD sector.

## II. OBJECTIVES

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The main objective of the activity is to help UNDP and MARD deliver training on the criteria/tools for selection and appraisal of prioritized CCA projects in ARD sector

Specifically, the firm is expected to:

- Propose a standard operating procedures (SOP) and selection criteria for multi-stakeholder consultation process in selection of prioritized CCA projects, with demonstration of SOP application to shortlist at least 10 development projects proposed by MARD technical departments/agencies with attention to potential donors such as GEF (Global Environment Facilities) or GCF (Green Climate Fund), etc.
- Deepening process for project appraisal, including multi-stakeholder consultation, local stakeholder validation, ranking and planning with MARD and develop two pipeline readiness project concept-note, in close cooperation with other UNDP project consultants and MARD experts
- Deliver a training on SOP for prioritization of adaptation investment projects and for project feasibility appraisal

## III. SCOPE OF WORK

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To achieve the objective, the firm will work in close collaboration with UNDP, MARD's focal point (Department of Planning) in Ha Noi, NAP Project consultants to undertake the following activities during the assignment:

### **Task 1: Propose a standard operating procedures (SOP) and selection criteria for multi stakeholder consultation process in selection of prioritized CCA projects in ARD sector**

1. Review documents and consult with relevant agencies (i.e. UNDP, MPI, MONRE, GCF focal point, ICD, DOP) on the criteria for investment priorities of potential donors (the GCF/Adaptation Fund or other multilateral sources), the government and provinces where relevant.
2. Review the list of projects in the Agriculture and Rural development sector calling for investment from the State budget, ODA loans, grants and identify prioritized projects based on established criteria.
3. Ensure compliance with guidelines for mainstreaming climate change into investment projects and appraisal tools of prioritized projects for NAP Vietnam as a basis for transparent, clear and consistent selection of CCA projects.
4. Demonstrate the SOP application to shortlist at least 10 prioritized projects and consult with relevant agencies (UNDP, MPI, MONRE, GCF focal point, ICD, DOP, etc.). The selection shall take into consideration of the tools set up by MPI/MARD within NAP project, including possible demonstration of mobilizing resources from private sector for CCA projects in ARD sector.

### **Task 2: Deepen the process for project appraisal to select, prioritize and develop two pipeline project's ideas (concept notes) that potentially support MARD to mobilize multilateral financing such as GCF, Adaptation Fund and Private Sector.**

1. Establish deepening consultation process for project appraisal/short listing, including multi stakeholder consultation, local stakeholder validation, ranking and planning with MARD
2. Demonstrate to select two pipeline readinesses project concept-note, in close cooperation with other UNDP project consultants and MARD experts
3. Explore opportunities to mobilise private enterprises who can be potential partners in the implementation of in the 2 selected projects

4. Work with MARD, UNDP and relevant consultants and potential project beneficiaries, potential private enterprises to develop the draft outlines (concept notes) of 2 selected project to call for investments from potential international donors.
5. Consult MARD-DOP, UNDP relevant units, experts and related parties to complete the concept-note with detailed information associated with justifications on:
  - i. Name of Project, Duration, Scope and Location of Project;
  - ii. Project goals, outcomes, outputs and activities;
  - iii. Rationale of the project which include climate change challenge statement; definition of baseline projects, activities, budgets, goals linked to the project outcomes; gender, environment and social impact considerations shall be recommended;
  - iv. Sustainability, Replicability and Impacts

This shall also include the detailed description of necessary steps for development of full project documents including both administrative and technical issues to be addressed along the process, a clear roadmap with timelines and responsible parties. Scope of work and deliverables of project preparation consultants shall also be described.

**Task 3: Organize a training course on SOP for prioritization of adaptation investment projects and for project feasibility appraisal, taking into account the experience of task 1 & 2 above.**

1. In close collaboration with DOP, develop training materials including presentations on prioritization of adaptation investment projects and for project feasibility appraisal process- including an example of the concept-note developed in Task 2 (power point files and/ or word files, if required), requirements for participants' participation, evaluation form of training results;
2. Provide adequate facilities and other necessary conditions to organize 01 training workshop on criteria/tools for selection and appraisal of prioritized projects (Trainers, support staff, location, equipment, transmission lines, backdrops, drinking water, decoration). ...). (For detailed requirements see the attached Appendix 1);
3. Promote gender balance in the training course.
4. Based on the results of the training course quality assessment, update training materials (if necessary);
5. Prepare training reports based on UNDP report form (provided by UNDP).

**Notes:**

1. During development of products, the contractor shall consult with following Project focal points in NAP projects: MARD, MPI, UNDP, MONRE, etc. The consultation can be done through technical meetings/ workshops or in written form as requested by UNDP and the focal point of MARD. The contractor shall prepare all necessary documents for the consultation (reports, presentation files in pptx or in word, etc.) and make written justifications for comments applying the template provided by UNDP.
2. The firm shall provide inputs to official letters/ documents for related consultations/ meetings.
3. All products and sub-products shall be developed in Vietnamese (and English if requested) following the report format, logo for PowerPoint presentation, conference backdrop, etc will be provided by UNDP after contract signing. Final products will be in both English and Vietnamese.
4. Contractor is not provided with translation/interpretation support during contract performance.

#### IV. DELIVERABLES& IMPLEMENTATION TIMELINE

No.	Deliverable	Estimated days to complete	Target due date
1	<b>Product 1:</b> A standard operating procedures (SOP) and selection criteria for multi stakeholder consultation process in selection of prioritized CCA projects in ARD sector (draft and final version, 10-15 pages)	30 days	6/30/2022
2	<b>Product 2:</b> 01 recommended process for appraisal and prioritization of CCA projects and 02 pipeline project's ideas (detailed concept notes and justifications)	40 days	8/10/2022



3	<b>Product 3:</b> Training materials, training course and training report on SOP for prioritization of adaptation investment projects and for project feasibility appraisal	18 days	8/31/2022
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## V. DURATION OF ASSIGNMENT, DUTY STATION & EXPECTED PLACES OF TRAVEL

**Estimated number of working months:** 3 working months from 6/15/2022 to 9/15/2022.

**Duty station:** Ha Noi

**Expected places of travel:** No travel outside Hanoi is foreseen for this assignment. In case of travel, related costs will be covered by UNDP based on UNDP's Cost Norm after the official arrangement confirmed/agreed.

## VI. PROVISION OF MONITORING & PROGRESS CONTROL

The firm will work under the supervision of the MARD's focal point, the UNDP Project Manager and in close collaboration with MONRE and MPI.

The progress and deliverables will be reviewed by UNDP Project Manager and relevant experts assigned by UNDP. The final products will be approved by UNDP and MARD.

## VII. ADMINISTRATIVE SUPPORT & REFERENCE DOCUMENTS

### Administrative Support

All domestic travel requirement, if any, from the assignment will be arranged by UNDP separately.

The selected firm will be responsible for providing necessary preparation for consultation meetings and workshops. Meetings/workshops will be facilitated or chaired by MARD and/or UNDP.

### Reference Documents

Once selected, the firm will receive detail project document, workplan and project reports by UNDP and MARD

## VIII. DEGREE OF EXPERTISE & QUALIFICATIONS

### A. Requirement for Firm

The selected national firm shall meet following requirements:

- Experiences in studies of economy, society, environment, climate change in the agriculture and rural development sector.
- Technical experiences in development of plans/strategies, policy review, investment review, project/ program development in the agriculture and rural development sector. Experience in preparation of climate change related project concept-notes and full project proposals will be prioritized.
- Experiences in organizing events, especially training courses for ministerial and provincial officers;
- Experiences in working with Government agencies, international organizations, businesses in private sector

The firm shall make available sufficient human sources to organize the events with key staff including a team leader, an IT Engineer and an event coordinator/manager and a supporter.

### B. Requirements for Human Resources

#### 1. 01 National Team Leader on project preparation: 40 days

- Possess a master's degree or above in economics, environment, agriculture or any relevant field
- Experiences in undertaking public and private expenditure reviews in agriculture and related sectors in Vietnam or other countries within East Asia region and in analyzing large sets of data and preparing background reports.

- Good knowledge of legislative and policy aspects of the climate change adaptation (CCA) framework in Viet Nam, including legal and policy enforcement at national and subnational levels (related to agricultural and rural development sector is preferential). Knowledge on gender mainstreaming will be an advantage.
- Demonstrable knowledge and experience in climate-smart agriculture and/or public sector commitments in budget planning under the NDC/ NAP or a similar Climate Change Framework is of critical importance for this activity. Experiences in preparation of project concept-note and development of full project proposal is preferred.
- Proven experience/s in leading/organizing policy-level seminars, training course and ability to engage government officials, international organizations, other stakeholders into such events.
- Good commands of English.

**2. 01 National Expert on investment/private sector: 40 days**

- Possess a master's degree or above in economics, finance, environment, agriculture or any relevant field
- At least 05 years of experiences in undertaking public expenditure reviews in agriculture, rural development sector and related sectors in Vietnam.
- Demonstrated knowledge and experiences in climate-smart agriculture and/or public and private sector commitments in budget planning under the NDC/ NAP or a similar CC Framework is of critical importance for this activity.
- Experiences in working with Government agencies, international organizations, businesses in private sector

**3. 01 Event Coordinator: 08 days**

- Possess a bachelor's degree or above in Public Relations, Marketing, foreign economic relation or any relevant field
- Experiences in organizing events, especially training courses for ministerial and provincial officers,
- Proven experience in organizing policy-level seminars, and ability to engage Government officials, international organizations, other stakeholders into such events.
- Good commands of English.

**IX. PAYMENT TERMS**

No.	Deliverables as indicated in Section IV	Due Date	Payment Amount
1	<b>Product 1:</b> A standard operating procedures (SOP) and selection criteria for multi stakeholder consultation process in selection of prioritized CCA projects in ARD sector (draft and final version, 10-15 pages)	7/15/2022	30% of the contract value
2	<b>Product 2:</b> 01 recommended process for appraisal and prioritization of CCA projects and 02 pipeline project's ideas (detailed concept notes and justifications)	8/10/2022	40% of the contract value
3	<b>Product 3:</b> Training materials and training report on SOP for prioritization of adaptation investment projects and for project feasibility appraisal	8/30/2022	30% of the contract value

**X. CONSULTANT PRESENCE REQUIRED ON DUTY STATION**

☒ NONE
 ☐ PARTIAL
 ☐ INTERMITTENT
 ☐ FULL-TIME

## **APPENDIX – LIST OF REQUIRED SERVICES FOR EACH TRAINING COURSE**

(See the excel file attached)

### EVALUATION CRITERIA

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Capacity of the Firm / Organisation submitting the Proposal	15%	150					
2.	Proposed Work Plan and Approach	45%	450					
3.	Personnel	40%	400					
<b>Total</b>			<b>1000</b>					

### Form 1: Expertise of Firm/ Organisation Submitting Proposal

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Capacity of the firm / organisation submitting proposal							
1.1	Reputation of Organisation and Staff (In terms of Competence / Reliability)	25					
1.2	Litigation and Arbitration history	10					
1.3	General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm/ organisation, strength of project management support e.g. project management controls)	25					
1.4	Relevance of:						
	- Experiences in studies of economy, society, environment, climate change in the agriculture and rural development sector.	30					
	- Technical experiences in development of plans/strategies, policy review, investment review, project/ program development in the agriculture and rural development sector. Experience in preparation of climate change related project concept-notes and full project proposals will be prioritized.	30					
	- Experiences in organizing events, especially training courses for ministerial and provincial officers;	15					
	- Experiences in working with Government agencies, international organizations, businesses in private sector.	15					
		150					

## Form 2: Proposed Work Plan and Approach

Technical Proposal Evaluation Form 2			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Proposed Work Plan and Approach								
2.1	To what degree does the Offeror understand the task? Is the scope of task well defined and does it correspond to the TOR?	80						
2.2	Clear description of the Offeror’s approach and methodology for meeting the requirements of the TOR?	70						
2.3	Details on how the different activities shall be organized and delivered including support to logistical services and technical substances	80						
2.4	Have the important aspects of the tasks been addressed in sufficient detail? Has the proposal include proposed design set for event recognition to satisfy a high-ranking level event as described in the scope of work.	150						
2.5	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	70						
	Total Form 1	450						

## Form 3: Personnel

Technical Proposal Evaluation Form 3				Points Obtainable	Company / Other Entity				
					A	B	C	D	E
3.1	<b>National Team Leader on project preparation</b>			200					
			Sub-Score						
	General Qualification		200						
	A master's degree or above in economics, environment, agriculture or any relevant field	20							

Technical Proposal Evaluation				Points Obtainable	Company / Other Entity				
Form 3					A	B	C	D	E
	Experiences in undertaking public and private expenditure reviews in agriculture and related sectors in Vietnam or other countries within East Asia region and in analyzing large sets of data and preparing background reports	50							
	Good knowledge of legislative and policy aspects of the climate change adaptation (CCA) framework in Viet Nam, including legal and policy enforcement at national and subnational levels (related to agricultural and rural development sector is preferential)	30							
	Knowledge on gender mainstreaming will be an advantage.	10							
	Demonstrable knowledge and experience in climate-smart agriculture and/or public sector commitments in budget planning under the NDC/ NAP or a similar Climate Change Framework is of critical importance for this activity. Experiences in preparation of project concept-note and development of full project proposal is preferred.	50							
	Proven experience/s in leading/organizing policy-level seminars, training course and ability to engage government officials, international organizations, other stakeholders into such events	20							
	Good commands of English with written papers/ clips provided as evidence	20							
3.2	National Expert on investment/private sector			100					
			Sub-Score						
	General Qualification	100							
	A master's degree or above in economics, finance, environment, agriculture or any relevant field	15							

Technical Proposal Evaluation				Points Obtainable	Company / Other Entity				
Form 3					A	B	C	D	E
	At least 05 years of experiences in undertaking public expenditure reviews in agriculture, rural development sector and related sectors in Vietnam.	35							
	Demonstrated knowledge and experience in climate-smart agriculture and/or public and private sector commitments in budget planning under the NDC/ NAP or a similar CC Framework is of critical importance for this activity	25							
	Experience in working with Government agencies, international organizations, businesses in private sector	25							
3.3	National Event coordinator			100					
			Sub-Score						
	General Qualification		100						
	A bachelor 's degree or above in Public Relations, Marketing, foreign economic relation or any relevant field	20							
	Experience in organizing events, especially training courses for ministerial and provincial officers.	40							
	Organized at least 02 events (Seminar/workshop) with the joining of member related to the government/ international organizations	25							
	Good commands of English with English certificate/working experience with international clients as evidence		15						
	Total Part 3			400					

**FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL<sup>5</sup>***(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>6</sup>)*

[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 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, contract references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- 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.*

<sup>5</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>6</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, and phone – for verification purposes



**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.*

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 PROPOSAL<sup>7</sup>**

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>8</sup>)*

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.

**All costs shall be quoted in Vietnam Dong (VND).**

**A. Cost Breakdown for consultancy service [This is only an Example]:**

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				
<b>IV. VAT (??%)</b>				
<b>TOTAL (VAT included) (A)</b>				

<sup>7</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>8</sup> Official Letterhead/Stationery must indicate contact details – addresses, email and phone– for verification purposes

**B. Cost for Organization of Events** [*Please carefully review the Appendix 1 - Event quotation where breakdown cost is detailed and quotation is required for every single item*]

Description of Costs	Price	Note
Cost for Event 1 – Consultation Meeting		
Cost for Event 2 - Training		
<b>Total (VAT included) (B)</b>		

**C. Total Cost for Required Services (A+B)**

Description of Costs	Price	Note
Cost for Consultancy Service (A)		Total Consultancy Cost (A)
Cost for Organization of Events (B)		Total Cost for Events (B)
<b>Total Cost (VAT included)</b>		

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]

## ANNEX 3

### United Nations Development Programme



#### **GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL (DE MINIMIS) CONTRACTS** (FOR CONTRACTS LESS THAN US\$ 50,000)

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 12.

**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 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. 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](http://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](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