



## REQUEST FOR PROPOSAL (RFP)

<b>National firms/organizations</b>	DATE: May 24, 2022
	REFERENCE: <b>B-220503</b>

*Dear Sir / Madam:*

We kindly request you to submit your proposal **to conduct a pilot Quantitative Research on disability-inclusive governance with persons with disabilities in 2022**

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

Proposals may be submitted on or before **Monday, June 13, 2022** and via email to the address below:

[quach.thuy.ha@undp.org](mailto:quach.thuy.ha@undp.org)

**With subject line:**

**B-220503 – Quantitative research on disability-inclusive governance with PWD**

*(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/unsc/cond uct\\_english.pdf](https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unsc/cond uct_english.pdf)

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

**Sincerely yours,**

*Tran Thi Hong,  
Head of Procurement Unit,  
5/24/2022*

### Description of Requirements

Brief Description of the Required Services <sup>1</sup>	National firm to conduct a pilot Quantitative Research on disability-inclusive governance with persons with disabilities in 2022
List and Description of Expected Outputs to be Delivered	Please see Section 5 in the attached TOR (Annex 1)
Person to Supervise the Work/Performance of the Service Provider	Please see Section 6 in the attached TOR (Annex 1)
Location of work	<input checked="" type="checkbox"/> Exact Address: Hanoi <input type="checkbox"/> At Contractor's Location
Expected duration of work	July 2022 – January 2023
Target start date	July 2022
Latest completion date	January 2023
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>
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

<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.

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	<b><u>Technical Proposal (70%)</u></b> <input checked="" type="checkbox"/> Expertise of the Firm <i>[indicate percentage]</i> <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan <i>[indicate percentage]</i> <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)  <b><u>Financial Proposal (30%)</u></b> 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:	<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/INSTITUTION/ORGANIZATION

<b>Service</b>	National firm to conduct a pilot Quantitative Research on disability-inclusive governance with persons with disabilities in 2022
<b>Duty station:</b>	Ha Noi
<b>Expected Duration and Timing</b>	The research assignment is expected to be implemented from 01 July 2022 to 31 January 2023
<b>Supervision:</b>	The successful bidder will work closely with UNDP Viet Nam Disability Inclusion Officer, Governance and Participation Unit. The successful bidder will report directly to UNDP Viet Nam.

#### 1) GENERAL BACKGROUND

Although the Convention on the Rights of Persons with Disabilities (CRPD) was adopted 16 years ago and has been ratified by more than 180 countries, challenges in bridging the gap between CRPD standards and the experiences of persons with disabilities (PWDs) exist, especially in low income countries. States demonstrate lack of understanding of the General Principles of the CRPD in Article 3<sup>5</sup> and the essential building blocks or preconditions needed to ensure disability inclusive development. These preconditions relate to these principles and cut across all of the articles of the CRPD. They include foundational aspects that are indispensable in addressing the requirements of PWDs and should be considered in all public policy making and programming. These include:

- (1) Non-discrimination frameworks that prohibit discrimination and guarantee access to reasonable accommodation (including assistive technology);
  - (2) Accessibility;
  - (3) Participation of PWDs;
  - (4) Access to disability-specific support services;
  - (5) Inclusive budgeting and programming; and
  - (6) Inclusive governance and disability-disaggregated data.
- These six pre-conditions can significantly support the translation of the CRPD into concrete policies and programmes through a cohesive approach.

**Viet Nam Provincial Governance and Public Administration Performance Index (PAPI)** is a flagship governance program initiated by the United Nations Development Programs in Viet Nam since 2009. PAPI measures and benchmarks citizens' experiences and perception on the performance and quality of policy implementation and services delivery of all 63 provincial governments in Viet Nam to advocate for effective and responsive governance. PAPI provides quantitative measures collected from citizens feedbacks that focus on eight governance dimensions in all 63 cities and provinces of the country. Over the years, PAPI has provided data and evidence that reflect eight key dimensions of government performance, including:

- (1) Participation at Local Levels
- (2) Transparency in Local Decision-making
- (3) Vertical Accountability Towards Citizens
- (4) Control of Corruption in the Public Sector

<sup>5</sup> The principles include respect for individual autonomy and decision-making, non-discrimination, full and effective participation and inclusion in society, equality of opportunity, accessibility, equality between men and women with disabilities and respect for the evolving capacities of children with disabilities.

- (5) Public Administrative Procedures
- (6) Public Service Delivery.
- (7) Environmental Governance
- (8) E-Governance

PAPI has recently included internal migrants' assessment of their host provincial government's **Public Administration Performance** for two years (2020 and 2021), when Viet Nam's society and economy were heavily affected by the COVID-19 Pandemic. This group is known to be one of the most vulnerable during crisis situations due to the disadvantages of their non-permanent resident status. However, PAPI has not yet featured how PWDs use public services and interact with their local government, especially in the New Normal when everyone has to co-exist safely with COVID-19. This is one of the most marginalized groups with diversity of disability types and accessibility needs, which could not have been met by PAPI mass survey. As a result, a separate adapted PAPI survey in accessible formats is required to measure PWDs' satisfaction of local public services they are using, whose data could be harmonized with PAPI data to make PAPI more disability-inclusive. This survey is an integration of measuring six pre-conditions of disability inclusion and eight PAPI key dimensions of government performance and is contextualized in the New Normal.

Over the past two years, UNDP Viet Nam has contributed to collect information on the impact of the pandemic on PWDs, particularly looking at the impacts on their livelihoods and health through two online sociological surveys (one in 2020 and the other in 2021). The 2021 Assessment revealed that the COVID-19 pandemic has been causing more severe impact to persons with disabilities in 2021 than in 2020: 38% of persons with disabilities were made unemployed, which was 8% higher than the survey results in 2020, 75% of respondents had their work hours reduced, 1.5 time higher than that in the First Rapid Assessment in 2020 (49%). Among those who were still working, the number of households with disabilities with incomes of 2,000,000 or more before the pandemic has decreased significantly from 51% to 33% in August 2021. The PwD respondents reported challenges associated with getting basic hygiene products, protective supplies, nutrition, and water tanks, and found it challenging to access medicines, assistive devices, and rehabilitation services. Findings from the first and second rapid assessments helped inform UNDP's programming as well as to raise awareness of policy makers and government authorities on the importance of applying a human rights approach to data collection on COVID-19 impact and to ensure that the covid-19 responses targeted the most vulnerable groups.

In this new 2022 adapted PAPI survey for PWDs, a number of questionnaire formats will be tested, including the Computer Assisted Telephone Interviews (CATI) method and Google form accessible to all (enclosed with videos of sign language interpreters) and video calls through social media (to see sign language interpretation). The expected minimum number of respondents for this survey will be around 1,200 to 1,500 PWDs (200 – 250 PWDs of each type). The samples not necessarily represent PWDs in certain socio-economic regions, age or ethnic groups. From these sampled respondents, 30 PWDs having noticeable stories-to-tell will participate in in-depth interviews after the quantitative survey to illustrate the quantitative data. Capable enumerators with disabilities are encouraged to join the survey team.

As in any other CATI surveys, the telephone-based data collection will require the following equipment and infrastructure in place for the selected research institution: (i) tablets or computers for enumerators with a sound CATI data entry software, (ii) a workspace for each enumerator with a safe-distance from other enumerators (as prescribed in government guidelines), (iii) reliable internet connection for every enumerator in their workspace; (iv) reliable phones with sufficient credit and a good reception; and (v) power-banks in case of power interruptions". To ensure a timely start of the survey, all equipment and infrastructure has to be readily available by the interested research institution. It is essential for the Firm to have the capacity to share data collection in real time using a CATI/CAPI system. This panel CATI survey is expected to commence from mid-July to late August 2022.

Through this survey, it is expected that PWDs will have an opportunity to reflect on the quality of public services provided for them and government officials' attitudes when working with PWDs. Some topical issues, such as the accessibility and effectiveness of the Government's relief packages, public confidence and trust in the Government's responses to the pandemic, will be highlighted in the survey report. A soft launch of key findings will be organized on the occasion of the International Day of

Persons with Disabilities (03 December 2022). A short report (around 30 pages) in English and Vietnamese in accessible formats is expected to be released in late January 2023. UNDP Viet Nam is looking to hire an experienced national survey firm /non-government organization to conduct this research on the above background and towards the following objectives and outputs.

## **2) OBJECTIVES OF THE ASSIGNMENT**

- I. To understand how Vietnamese PWDs perceive of their local governments' performance and experience with local public services, especially when co-existing safely with COVID-19;
- II. To enhance PWDs' participation in monitoring their local government's decision-making processes;
- III. To suggest policy actions related to disability inclusion for central and local governments in response to possible next waves of the COVID-19 pandemic or a similar pandemic as well as in everyday public governance matters.

## **3) SCOPE OF WORK**

### *3.1. Scope of the research*

The research paper as an output of the study will provide an overview of experience and feedback of persons with disabilities of the performance of their respective provinces' public service delivery measured in six dimensions of disability inclusion:

- (1) Government officials' Non-discrimination attitudes towards PWDs;
- (2) Accessibility of public services;
- (3) Inclusive public service delivery;
- (4) PWDs' meaningful participation in local decision-making, implementation and monitoring;
- (5) Inclusive local budgeting and programming; and
- (6) Inclusive governance and disability-disaggregated data.

### *3.2. Methodology:*

The experts/researchers from the successful bidder institution will work with, and under close supervision of the UNDP Viet Nam Disability Inclusion Officer on Governance and Participation during the assignment, to identify the methodology, a set of indicators, and approaches to data collection as well as to report and disseminate research results. Suggested research methods will include:

- i. *Desk review* of relevant research and publications on the matters under research;
- ii. *Collection and compilation of primary dataset* from persons with disabilities using the CATI, google form, and face-to-face interviews.
- iii. *Collection and compilation of secondary information* to back up data analysis where deemed necessary;
- iv. *Presentation of data and information* in a research report and at a national launch for dissemination and policy advocacy.

The successful bidder is expected to be experienced and engaged in all five key research methods above and to be fully responsible for the timeliness and quality of the outputs mentioned in Section 5.

### *3.3. Sampling requirements*



The 2022 research on PWDs' experience and feedback on provincial governance, public administration and public services must feature the voice of persons with all types of disabilities at the age of 18 and older nation-wide. As such, the successful bidder, in collaboration with UNDP, will have to present a strategy to ensure that sampled population from the 2022 Research with telephone numbers and Google form will be selected in a robust and objective manner from the available database provided by various organizations of and for persons with disabilities. This database is continuously developed for the scale-up, expansion, and increased rigorousness of the annual survey in the coming 3 years.

### **3.4. Telephone interview and google forms protocols**

The questionnaire will be in Vietnamese and be programmed for a questionnaire on an already developed CATI program. Depending on the respondents' circumstances, other ethnic (non-Kinh) languages will be used to conduct the telephone interviews; google forms enclosed with sign language interpretation video will facilitate the Deaf respondents' participation. Use of infield facilitators might be required to conduct phone interviews with ethnic minorities to overcome language challenges. Interviews are expected to last up to 25 minutes depending on the level of understanding from sampled respondents.

In addition, the successful bidder is expected to secure verbal consent with the respondent(s) before proceeding to the telephone interview. The respondents will receive a compensation (an incentive at 50,000 VND) as airtime per completed interview to appreciate their time lost for other activities. The successful bidder will include this cost in their financial proposal and pay the compensation through airtime top-up to be transferred through digital means: mobile wallet or direct top-up preferably and to keep record of SMS for pin code or e-slip for e-top up.

### **3.5. Data entry, quality controls and data delivery**

The successful bidder will develop data quality check and cleaning protocols together with UNDP's experts team. Any data cleaning procedures applied by the successful bidder must be cleared in advance by UNDP's experts team and well-documented. The successful bidder will use its own data server and grant UNDP's expert team with access to real-time and raw data collected and saved on this server during the data collection. This will support UNDP's experts team to monitor the quality of data collection together with the successful bidder. The successful bidder will share raw data sets, clean data sets and clean do files one week after the completion of the phone interviews. The successful bidder is also expected to present key findings in a high-quality and a reader-friendly visual graphic presentation in both English and Vietnamese as well as submitting high-quality final reports in both English and Vietnamese.

## **4) DURATION OF ASSIGNMENT, DUTY STATION AND EXPECTED PLACES OF TRAVEL**

The research assignment is expected to be implemented from 01 July 2022 to 31 January 2023.

Duty Station is Ha Noi and online. Travels in Ha Noi and to Hoa Binh and Ha Nam for in-depth interviews are also required.

## **5) FINAL PRODUCTS\*\*\***

The contractor, according to the following terms of reference and under the coordination of the UN Viet Nam, shall complete the final product:

<b>Research Stage</b>	<b>Duration (max)</b>	<b>Expected outputs</b>
<b>Stage 1:</b> Refined technical proposal on applicable methodology, set of working indicators and feasible data collection approach as well as detailed work plan for deployment	7 working days	Output 1.1: Refined proposal on applicable methodology (including questionnaire co-design and testing, fine-tuned indicators, and feasible data collection working indicators and approaches) to ensure the quality and reliability of data collected from on the defined sample. Output 1.2: Detailed work-plan for implementation of the agreed approaches to the research.
<b>Stage 2:</b> Telephone and face-to-face interview and google form	25 Working days	Output 2.1: Primary CATI interview data, google form and documented materials collected from the

conducted for data collection from the sample population.		sampled population for analysis and synthesis in the later stage of reporting and writing
<b>Stage 3:</b> Data processing conducted and initial findings properly consulted with different stakeholders	25 working days	Output 3.1: A report outline to present the findings from the survey agreed with UNDP's experts' team Output 3.2: A draft report that details initial findings, with data synchronized with PAPI data and compared with the general population (if possible), and shared with key stakeholders for validation.
<b>Stage 4:</b> Research report are finalized and launch	25 working days	Output 4.1: Key findings are presented in a soft launch on the occasion of the International Day of Persons with Disabilities (early December 2022) Output 4.2: A final report in both English and Vietnamese and accessible formats in both languages finalized for publication, and; Output 4.3: The final report officially launched on a launch event at UN house for public dissemination.

The successful bidder shall propose a detailed work-plan to roll out the research project with concrete activities, suitable timeframes, feasible milestones and justifiable quality assurance procedures to deliver each of the outputs as set forth above to UNDP. Also, the successful bidder shall present sound and strong risk management measures and warranty of feasibility to safeguard the operation of this research project. UNDP Viet Nam Disability Inclusion Officer in the Governance and Participation Team shall be responsible for overall quality control of each and every output. Therefore, the successful bidder shall be held accountable to UNDP Viet Nam on the developments of the research and the outputs as well as request for advice and inputs were deemed appropriate.

#### 6) PROVISION OF MONITORING AND PROGRESS CONTROLS

- UNDP shall be responsible for quality control of the outputs.
- The contractor will report directly to UNDP Disability Inclusion Officer.

#### 7) DEGREE OF EXPERTISE AND QUALIFICATIONS

Interested research institutions/non-government organizations shall suggest the composition of the research team to ensure sufficient personnel, including admin staff and national survey operators, and competencies to carry out and control the quality of the research, as well as smooth operation process. Following is the indicative requirement for the core research and survey management team:

Core Research and Survey Management	No. of Persons	Numbers of Persons-Days
Senior National Technical Expert (Team lead)	01	15
Senior National Statistical Expert	01	15
National Data Management Expert	01	20
National Survey Quality Controller	01	20

The Senior National Technical Expert and the Senior National Statistical Expert shall meet the following minimum requirements:

- Postgraduate degrees (preferably Master level) in economics, political sciences, social sciences, public policy or related fields;
- Proven experience in empirical research on and expertise in governance, public administration reform, civil society engagement/public participation, poverty reduction, economic development;

- Proven record of experience in adopting CATI methods in empirical research; Proven competence in using statistics software for data analysis (competence in using STATA, R or SPSS statistics software preferred);
- Proven command of written English and Vietnamese languages;

The National Data Management Expert and the National Survey Quality Controller shall meet the following minimum requirements:

- At least undergraduate degrees in economics, political sciences, social sciences, public policy or related fields;
- Proven experience in empirical research on and expertise in governance, public administration reform, civil society engagement/public participation, poverty reduction, economic development;
- Proven record of experiences in field surveys for data collection and/or supervision of enumerators

It is required that the successful bidder commit to providing adequate human and logistical resources as well as technical and administrative support for the research to be conducted successfully. The technical and financial proposal from the successful bidder is expected to indicate clearly the composition of field research teams and financial implications thereof.

## **8) ADMIN SUPPORT AND REFERENCE DOCUMENTS**

UNDP will provide the following support where deemed appropriate:

- Sample frames and datasets of the 2021 Quantitative Research with PWDS on how COVID-19 affects PWDs in 63 provinces socially and economically;
- Guiding questions on six pre-conditions of disability inclusion and PAPI report 2021 as references;
- Substantive inputs in and quality control of deliverables;
  - Office space for meetings and working sessions when needed;
  - Any other substantive support where deemed appropriate.

## **9) PROVISION OF MONITORING AND PROGRESS CONTROLS**

Upon signing of the contract, the successful bidder shall work closely with the UNDP Disability Inclusion Officer on Governance and Participation to discuss and agree on the task requirements and working methodology. The successful bidder shall discuss on and keep the UNDP Disability Inclusion Officer abreast of any change to the sampling frame, including replacements of respondents. The UNDP Disability Inclusion Officer and relevant stakeholders shall review and comment on the successful bidder's required outputs in the TOR.

The successful bidder shall review the comments and submit the revised outputs for further review and comments. The UNDP Disability Inclusion Officer shall monitor every stage of deployment of the research and shall evaluate the deliverables of each phase as described in Section 5 of this TOR.

UNDP shall disburse payments to the successful bidder against the milestones provided for in Section 6. Each payment shall be made upon UNDP's satisfaction with the expected deliverables. The final payment for each phase shall be made to the successful bidder only when UNDP is fully satisfied with the final deliverable in this assignment.

## **10) REVIEW TIME REQUIRED AND PAYMENT TERM**

UNDP shall pay the successful bidder against the milestones for the research project upon UNDP's satisfaction with the deliverables as specified in Section 5 hereinabove and its acceptance of invoices submitted by the successful bidder. Milestones for deliverables and payments for the three stages are

as follows:

<b>Sequences</b>	<b>Percentage of installment</b>	<b>Indicative date for Installments</b>
1 <sup>st</sup> payment	20% upon receipt and acceptance of Output 1.1, 1.2 listed in the Section 5	15 July 2022
2 <sup>nd</sup> payment	50% upon receipt and acceptance of Output 2.1 listed in the Section 5	15 September 2022
Final Payment	30% for final installment upon UNDP satisfaction of Output 3.1, 3.2, 4.1, 4.2 and 4.3 listed in the Section 5	28 February 2023

#### **11) CONSULTANT PRESENCE REQUIRED ON DUTY STATION/UNDP PREMISES**

None

## Annex 1: Mandatory criteria:

**Bidders for this research must be a national consulting firm or a non-governmental organization experienced in conducting quantitative sociological surveys by provision list of quantitative sociological survey contracts**

Bidders meeting the above mandatory criteria will be qualified to assess technical proposals against the below criteria:

Summary of Technical Proposal Evaluation Forms		Points Obtainable
<b><u>1.</u></b>	<b><u>National firm's qualification, capacity and experience</u></b> (with submission of the organization's scanned valid legal registration, 3 sample contracts and 2 activity reports)	<b><u>200</u></b>
1.1.	<b>Experience in</b> national survey using the Computer Assisted Telephone Interviews (CATI) method and Google form	75
1.2.	Proven experience ( <b>provision of track records of similar contracts in the last 3 years</b> ) in conducting quantitative surveys with vulnerable groups in Viet Nam	60 (20 for each contract provided)
1.3.	Proven knowledge and experience in empirical research on and expertise in governance, public administration reform, civil society engagement/public participation, poverty reduction, economic development	30
1.4.	Proven broad networking with line ministries and relevant NGOs;	35
<b><u>2</u></b>	<b><u>Adequacy of the proposed approach, methodology and work plan responding to the TOR</u></b>	<b><u>400</u></b>
2.1	The suggested research schedule sufficiently addresses the key tasks/responsibilities expressed in the TOR	50
2.2	The suggested methodology for the research sufficiently addresses the needs/demands of the TOR	100
2.3	The proposal commits commissioning a strong team of national experts to deliver the expected outputs	50
2.4	The proposal commits adequate human and logistical resources (including support staff, translation/interpretation etc.) to ensure high-quality and timely delivery of the research report	100
2.5	The presentation of the proposal is clear and provided with succinct sequence of approaches to the research	100
<b><u>3.</u></b>	<b><u>Qualifications and experience of personnel</u></b>	<b><u>400</u></b>
3.1.	<b>National Team leader</b> ( <i>with submission of English CV, 2 English reports and scanned copies of relevant certifications</i> )	
3.1.1	Postgraduate degrees (preferably Master level) in economics, political sciences, social sciences, public policy or related fields;	40
3.1.2.	Proven experience in empirical research on and expertise in governance, public administration reform, civil society engagement/public participation, poverty reduction, economic development;	45
3.1.3.	Proven record of experience in adopting CATI methods in empirical research; Proven competence in using statistics software for data analysis (competence in using STATA, R or SPSS statistics software preferred);	45

3.1.4	Proven command of written English and Vietnamese languages with the submission of 2 English reports and 2 Vietnamese reports	30
3.2	<b>National Data Management Expert</b>	<b>120</b>
3.2.1	At least undergraduate degrees in economics, political sciences, social sciences, public policy or related fields;	30
3.2.2	Proven experience in empirical research on and expertise in governance, public administration reform, civil society engagement/public participation, poverty reduction, economic development;	45
3.2.3	Proven record of experiences in field surveys for data collection and/or supervision of enumerators	45
3.3	<b>National Survey Quality Controller</b>	<b>120</b>
3.3.1	At least undergraduate degrees in economics, political sciences, social sciences, public policy or related fields;	30
3.3.2	Proven experience in empirical research on and expertise in governance, public administration reform, civil society engagement/public participation, poverty reduction, economic development;	45
3.3.3	Proven record of experiences in field surveys for data collection and/or supervision of enumerators	45

## ANNEX 2

### FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>6</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>7</sup>)*

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[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,*

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<sup>6</sup> This serves as a guide to the Service Provider in preparing the Proposal.

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

- 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.*

**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\***

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

*\*This shall be the basis of the payment tranches*

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



<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<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>				

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

*[Designation]*

*[Date]*



**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