



Request for Proposal (RFP)
From consulting firms/organizations

Date: 4 March 2010

Dear Sir/Madam,

Subject: RFP for “Applied Research Piloting the Development of Clinical Legal Education (CLE) in Vietnam”

1. You are requested to submit a proposal for conducting an **“Applied Research Piloting the Development of Clinical Legal Education (CLE) in Vietnam”**, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. Terms of Reference (TOR)..... (Annex II)
 - iii. Proposal Submission Form (Annex III)
 - iv. Price Schedule (Annex IV)
 - v. Contract for Professional Consulting Service..... (Annex V)
 - vi. [General Conditions of Contract](#)..... (Annex VI)
 - vii. Unconditional acceptance of UNDP General Conditions of Contract for Services (Annex VII)
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **9 April 2010, 12:00 noon (Ha Noi time)**.

Procurement Unit
UNDP Viet Nam
72 Ly Thuong Kiet, Ha Noi, Viet Nam
Telephone number: (84-4) 3 9421495; Telefax number: (84-4) 3 9422267
Email: bidning.vn@undp.org

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Instructions to Offerors

A. Introduction

1. General

Purpose of RFP

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has sent email to nguyen.thi.hoang.yen@undp.org confirming their participation in this bidding.

Please send your questions on solicitation documents to nguyen.thi.hoang.yen@undp.org.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;

8. Proposal form

Your technical proposal should include, but not necessarily be limited to, the following information:

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

(b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications, including the number of person-months in each specialization that you consider necessary to carry out all work required. Bar-charts should support your proposal.

(d) The curriculum vitae of the professional members of the team.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is recommended that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

10. Proposal currencies

- For international firms: All prices shall be quoted in US dollars.
- For local firms: All prices shall be quoted in Vietnam Dong (Otherwise, prices shall be converted to Vietnam Dong at UN Exchange Rate at the submission deadline)

11. Period of validity of proposals

Proposals shall remain valid for (120) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Offeror shall prepare one "original proposal" and one copy of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The original Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

13. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposals

14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –

Procurement Unit
UNDP Viet Nam
72 Ly Thuong Kiet, Ha Noi, Viet Nam
Email: bidding.vn@undp.org
Telephone number: (84-4) 3 9421495
Telefax number: (84-4) 3 9422267

- marked with – RFP “**Applied Research Piloting the Development of Clinical Legal Education (CLE) in Vietnam**”

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

c) If submitted electronically, please send the technical and financial proposals as separate documents in pdf format. Proposals should be emailed to bidding.vn@undp.org with the subject line:

{Name of company} RFP “**Applied Research Piloting the Development of Clinical Legal Education (CLE) in Vietnam**”

15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **9 April 2010, 12:00 noon (Ha Noi time)**.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

18. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's

responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation of proposals

Technical proposals will be evaluated using the following criteria (see detailed evaluation below)

- a) the company/organization's general reliability as well as experience and capacity in the specific field of the assignment (200 points)
- b) the approach in responding to the TOR and the detailed work plan (300 points)
- c) the qualifications and competence of the personnel proposed for the assignment for a total (500 points)

The personnel will be rated in accordance with the qualifications set out in the TOR.

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1,000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR).

Any proposed consultant given less than 50% of the points obtainable will be deemed as non-acceptable and will have to be replaced if the firm is selected without increasing its financial proposal. If a firm scores 50% or less of the total points for the personnel component, it will be disqualified.

Maximum 1000 points will be given to the lowest offer and the other financial proposals will receive the points inversely proportional to their financial offers.

The weight of technical points is 70% and financial points is 30% of the obtainable points.

Proposal obtaining the highest points (technical points + financial points) will be selected.

If you consider that your firm/organization does not have all the expertise for the assignment, there is no objection to your firm/organization/institution associating with another firm/organization/institution or hire freelance consultants to enable a full range of expertise to be proposed. However, your firm/organization/institution may participate in only one such joint proposal. If it is the case, the consortium must submit together with their proposal a letter of agreement signed by authorized representatives of both parties indicating (i) who will sign the contract with UNDP (ii) who is responsible for the receipt of the payments; and (iii) statement that none of the consortium members will hold UNDP liable for any dispute among the members.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise and Capacity of Firm / Organisation submitting proposal	20%	200					
2.	Adequacy of the proposed approach, methodology and workplan responding to the ToR	30%	300					
3.	Personnel competencies and human resource organisation	50%	500					
Total			1,000					

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

- Form 1: Expertise and Capacity of Firm / Organization submitting Proposal
- Form 2: Adequacy of the proposed approach, methodology and workplan responding to the ToR
- Form 3: Personnel competencies

Technical Proposal Evaluation Form 1		Points	Company / Other Entity				
			A	B	C	D	E
Expertise and Capacity of Firm / Organisation submitting Proposal							
1.1	Reputation of Offeror (Competence / Reliability).	25					
1.2	<p>Relevant experience of Offeror in support to development of law clinics. Points will be accorded to reflect:</p> <ul style="list-style-type: none"> • Experience in developing and implementing legal education clinics in Southeast Asia, and/or in China • Experience in working with people at grass-roots level, including poor and marginalized citizens, those lacking access to justice, as well as civil society organizations, governments, institutions of higher education, and other institutions • Experience in assisting development partners with activity planning, budgeting, proposal writing and other necessary program tasks 	100					
1.3	<p>Relevant experience of Offeror in Viet Nam. Points will be awarded to reflect:</p> <ul style="list-style-type: none"> • Experience in working in Viet Nam on development and/or legal reform projects, with existing partnerships in Viet Nam an advantage • Significant knowledge and understanding of the Vietnamese legal system, legal reform process, and legal education • Understanding of development issues in Viet Nam including cultural and socio-economic environment. 	50					
1.4	Organisational Capability which is likely to affect implementation (risks versus access to specialized skills i.e. subcontracting / partnerships - loose consortium, holding company or one firm, size of the firm/organisation, strength of project coordination and support, etc.)	25					
		200					

Technical Proposal Evaluation Form 2			Points	Company / Other Entity				
				A	B	C	D	E
Adequacy of the proposed approach, methodology and workplan responding to the ToR								
2.1	To what extent does the Offeror understand the tasks and expected deliverables/outcome of the research?	20						
2.2	Does the suggested Workplan sufficiently address the key tasks/responsibilities expressed in the TOR, in a realistic and appropriate timeframe?	50						
2.3	Has the Offeror undertaken an adequate risk assessment of the main challenges to implementation of the TOR and are the mitigation measures suggested adequate and appropriate?	30						
2.4	Are the suggested methodologies for the research sufficient to address the needs/demands of the TOR?	50						
2.5	Does the proposal provide for adequate human and logistical resources to meet the needs of the TOR?	150						
		300						

Technical Proposal Evaluation Form 3			Points	Company / Other Entity				
				A	B	C	D	E
Personnel competencies								
3.1	Team leader (international)		200					
		Sub-Score						
	Qualifications	20						
	Experience in law teaching, curriculum/course development, participatory teaching methodologies	60						
	Experience of support to law clinics	60						
	Experience in international development work	40						
	Communications and language skills	20						
		200						
3.2	Senior consultant (national)		200					
		Sub-Score						
	Qualifications	20						
	Experience in law teaching	40						
	Experience of working with law clinics	40						

Technical Proposal Evaluation Form 3			Points	Company / Other Entity				
				A	B	C	D	E
	Experience in working with grassroots communities on access to justice, legal education etc.	40						
	Experience in international development work	20						
	Experience of working with Vietnamese government agencies	20						
	Communications and language skills	20						
3.3	Other personnel		100					
		Sub-Score						
	Qualifications	50						
	Relevant professional experience	50						
		100						
			500					

Please note that points will be given separately for key members of the proposed team, basing on supplied CVs that detail qualifications, relevant professional and consultancy experience as well language competence (certificates of language competence to be enclosed, if any) of the key members. Suggested advisory team members and support staff or staff (including research/administration assistant(s) will not be evaluated separately, but will be considered in the above evaluation sheet, Form 3.2.

F. Award of Contract

22. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

23. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

24. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

25. Your proposal is received on the basis that your organization fully understands and accepts these terms and conditions

TERMS OF REFERENCE

Job title:	An organisation/consortium/institution/firm including a strong team of experts and researchers for “ Applied Research Piloting the Development of Clinical Legal Education (CLE) in Vietnam ”
Duty station:	In Hanoi, Ho Chi Minh City and in provincial cities where participating law clinics are based (likely to include some or all of: Vinh, Hue, Can Tho, Da Lat, and elsewhere).
Duration of assignment:	One year from May 2010 to May 2011
Supervision:	The Contractor will closely work with the UNDP Policy Advisor on Rule of Law and Access to Justice. The Contractor will report directly to UNDP Vietnam.

1. Background

Legal education in Viet Nam’s universities is crucially important for further development of Viet Nam toward a society governed by the rule of law. Education in law schools is the fundamental underpinning of the future human resource for the entire legal and judicial system, whether judges, Government lawyers, private lawyers, or legal advisers in business and civil society in Viet Nam. Annually, estimated 20 thousand law students are admitted at more than 25 law schools and faculties throughout the country in a wide range of regular standardized program, part-time program, second degree program and distant-learning program. Improving legal education is therefore essentially important for building capacity of judiciary and administrative sector in Viet Nam.

These principles are enshrined in Vietnamese Party and government policy, including specific mention of strengthening legal education in Party Resolution No 08/NQ-TW (October 02, 2002) and reaffirmed in the Judicial Reform Strategy of the Communist Party of Viet Nam, Point 2.4 of Resolution 49/NQ-TW (June 02, 2005). Resolution 49/NQ-TW called for “further renewing the curricula and methodology for university level legal education ... by providing them with updated political, legal, economical and social information, as well as with higher professional skills and practical knowledge”.

It is widely recognised that a key challenge for legal education in Viet Nam is the sector’s emphasis on the teaching of theory at the expense of developing the range of practical skills such as legal analysis, legal drafting and client advisory skills. As a result, law graduates are insufficiently equipped to meet the demands of legal practice.

The lack of skills training has other implications as well. Without programs that allow law students to develop and use legal skills, law schools and law students are usually unable to participate in engagement with law in Vietnamese society, which are important goals for many law students and law faculty in Viet Nam today. In an era of deepening economic reform and rapidly increasing international integration, the weaker sectors of Vietnamese society need all the help they can get – and certainly they need the help of Vietnamese law students and law teachers.

Law clinics are one among a number of possible remedies to the need for skills-based legal training and the need for ways for law students and teachers to work on the protection of rights. Law schools in many other jurisdictions have addressed these issues through the introduction of law school-based law clinics. Through such law clinics, students – as an integrated part of the legal curriculum – are trained in core practical legal skills and then have an opportunity, under appropriate supervision, to practise them through advising clients in free legal advice centres which are operated by the clinic. Such clinics also have the advantage of enhancing citizens' and local access to justice, and of enhancing links between law schools and their local communities.

There are a number of different kinds of such law clinics, and these models have spread around the world. Law clinics are now a significant part of the legal education curriculum and model in North and South America, Europe and other areas of the world. Over the past fifteen years, they have been progressively introduced in China, a nation whose legal and legal education structures are of relevance to Vietnam.

At the same time, there is a clear legal and policy foundation in Viet Nam for considering law clinics and establishing them where useful. In July 2008, the Vietnamese government issued Decree No. 77/2008/ND-CP (July 16, 2008), which permits legal education and research institutions to establish legal consultancy centres that contribute to the delivery of free legal aid services for the poor and represent clients in protecting their rights. The implementation of Decree 77/2008/ND-CP presents a strategic opportunity for Vietnamese universities, law schools, and law departments to set up law clinics which can strengthen the advisory and advocacy skills of students while serving the needs of access to justice in their local communities, and for the donor community to expand work in this area.

Some basic clinical legal education activities in Vietnam began a decade ago when the Canadian government provided seed funding to the Centre for Legal Research and Service (LERES), a research centre established in 1998 by the Faculty of Law of Vietnam National University. In recent years UNDP has provided support for initial operations at two new law clinics located at the Ho Chi Minh City Law University and at the National Economics University in Hanoi, through UNDP support to the Vietnam Lawyers Association. The Canadian government is also providing some support for a legal aid clinic in the Ministry of Justice's Judicial Academy. There are also incipient law clinics developing at Vietnam National University (Hanoi) Faculty of Law, focusing on community teaching about law.

Some VNU Hanoi law graduates have also worked with the Policy, Law and Development Center (PLD) under the Vietnam Union of Science and Technology Associations (VUSTA) (Viện Chính sách, Pháp luật và Phát triển). In addition, clinical activities in form of legal dissemination and legal consultancy for the poor have been conducted by Hanoi Law University through the Communist Youth Union. Free legal advice and labor dispute settlement have also been done by Law Department at the Trade Union University through the network of trade union consultancy centers in provinces.

In 2009, as a first step in the process of understanding the role of law clinics in comparative legal education and some of the issues in establishing them in Viet Nam, UNDP commissioned a Resource Paper "to map out previous and current relevant initiatives in Viet Nam, as well as to analyse comparative experience in other jurisdictions, to provide a resource for Viet Nam's universities and the donor community to assist in well-targeted programming to support law clinics in Viet Nam." The overall objective of this research was to contribute to enhancement of legal education in Viet Nam. The specific objectives were

Better understanding for Vietnamese policy-makers, universities and donors of past and existing initiatives in Vietnam in this field and the potential for further development;

Better understanding of the role of law clinics in legal education in the light of comparative experience;

Detailed recommendations to assist Vietnamese universities and donors to assist in programming to incorporate law clinics into the curricula of law schools in Vietnam.

The research confirmed the need and desire for considerably more skills training and access to real legal issues and problems in Vietnamese law schools. The Ministry of Education and Training standard curriculum already requires law students to learn practical skills during a 14 week-long internship. Seeking new ways to teach skills, many law schools in Vietnam are now considering establishing law clinics and consultancy centers at their universities.

The research also confirmed that the existing law clinics/legal consultancy centers at HCMC Law University and National Economics University, and the incipient center at Vietnam National University (Hanoi) would like to expand their work. In addition, a number of other law faculties and law schools who participated in a workshop held in October 2009 by UNDP clearly indicated a strong interest in developing law clinics. These include Hanoi Law University (on the basis of an existing legal consultancy center that is not yet a law clinic); the Trade University (Hanoi) Law Department; Vinh University Faculty of Law; Hue University Faculty of Law; the Vietnam National University (HCMC) Faculty of Economics and Law; Can Tho University Faculty of Law; and Da Lat University Faculty of Law, among others. In a number of cases, law schools and law faculties are already working on related activities – including legal dissemination to poor, minority and other target groups; legal consultancy work; student volunteer work in these areas; and other activities.

The research noted and supported the growing Vietnamese view that clinical legal education is a key means to achieve important goals in Vietnamese legal education and legal and judicial reform, including a focus on practical skills; strengthening of legal dissemination; strengthening of free legal consultancy work; work with key target groups, including the poorer and the more vulnerable, among Viet Nam's population; and strengthening access to justice.

Accordingly, the research report recommended that UNDP begin support for law clinics and clinical legal education in Viet Nam, across a range of activities which may initially focus on legal dissemination (community law teaching), and on free legal consultancy, but which should over time diversify and deepen toward greater focus on strengthening students' practical skills; representation of poorer and weaker official target groups in Viet Nam; and a greater focus on access to justice.

The research report recommended that such support should encourage diverse forms of law clinics and clinical legal education to develop throughout Viet Nam and throughout Vietnamese legal education, integrated as appropriate into the legal education curriculum as an important means to teach practical skills, but not subordinated by the traditional curriculum. It should support and encourage a diversity of approaches to law clinics and clinical legal education, without limiting the number of institutions that are encouraged to develop law clinics. It should support the development of law clinics throughout the country and at as many law schools and law faculties as show a serious commitment to them.

The research report also recommended that the support should facilitate opportunities for clinical law teachers to meet regularly, discuss methodology and pedagogy (including issues such as integration of law clinics and clinical legal education into the formal legal education curriculum and the award of academic credit for clinical participation, whether clinical participation should be voluntary or required); compare syllabi and teaching modules; jointly draft teaching and advising materials; develop strategies for engagement and integration with broader legal education; discuss complex issues like engagement with litigation; undertake

discussions of regulatory and other barriers to the work of law clinics as well as supporting dialogue with policymakers on such issues; and deal with other important and related questions.

In order to test the potential for a broader programme of support in line with the above principles to a broad spectrum of different law schools and university law faculties in Viet Nam and to facilitate exchanges between them, UNDP has decided to conduct a further phase of applied research, piloting a variety of forms of support to university law clinics directly and reporting to UNDP on the results achieved. It accordingly intends to appoint a firm, organisation, institution or consortium to conduct the applied pilot research in accordance with these Terms of Reference.

2. Objectives

The main objective of this assignment is to assess the value of a variety of different forms of support to clinical legal education programmes in Viet Nam to contribute to the enhancement of legal education in Vietnam, in order to provide evidence-based and objective recommendations to assist the Government of Viet Nam, university law faculties, UNDP and other development partners to formulate broader and longer-term programmes of support.

3) Scope of Work

The contractor will test the implementation of a series of different forms of support with a number of participating student law clinics in Viet Nam, to include the following (as agreed with each participating law clinic and insofar as appropriate and feasible given their needs and stage of development):

- Support existing and pilot new clinical legal education programs at Vietnam university law faculties
- Assist with development of administration procedures and policies for clinics, including clinic manuals
- Assist with development of legal clinical curriculum, teaching modules and teaching syllabi (including integration of professional ethics)
- Develop a cadre of trainers through training of trainers program to increase capacity in clinical education methodology and pedagogy
- Facilitate visiting foreign clinic experts to share/exchange experiences with Vietnamese clinics
- Organize study visits and exchanges for professors and students to other regional and international university legal clinics
- Organize and deliver national and (if feasible) regional workshops for clinics
- Support establishment of national, regional and international networks between clinics
- Support establishment of peer-to-peer mentor relationship between existing clinics in Vietnam and newly established clinics
- Provide general organizational capacity development support to clinics
- Assist universities to develop policies and processes for provision of clinical legal assistance, including criteria for clinic case selection (prioritizing cases of poor and marginalized based on needs assessment of service area), and code of ethics (of provision of free legal assistance rather than charging, conflict of interests)
- Support development of linkages between university clinics and legal stakeholders (lawyers, prosecutors, provincial justice departments) and other organizations which may be providing legal assistance (for instance, mass organisations such as Vietnam

Youth Union, Vietnam Women's Union and other socio-political, social and professional organisations)

- Assist clinics in developing and delivering community advocacy programs
- Support development and implementation of community needs assessments to determine local strategies for community legal advocacy programmes, instruction in community teaching methodologies, assistance in identifying community partners and developing partnerships, assist clinics in developing and implementing community legal education
- Assist law faculties in course accreditation processes for clinic programs
- Facilitate sharing and development of sustainable practices between clinics and assist clinics to develop sustainability plans
- Assist clinics to develop grant proposals for funding (including proposals for funding from UNDP as part of UNDP's programme of support)
- Support dialogues between law clinics and government/state officials on policy and law reform issues relevant to the operation of law clinics Assist with vetting grant proposals from clinics for clinic program costs and provide recommendations to UNDP regarding proposals.

4) Duration of assignment, duty station and expected places of travel

The pilot will be conducted for one year, in participating law schools throughout Viet Nam, including Hanoi, Ho Chi Minh City and in provincial cities where participating law clinics are based (likely to include some or all of: Vinh, Hue, Can Tho, Da Lat, and elsewhere).

5) Final product

The success criteria for the research are as follows:

- A wide range of support, tailored to specific needs and requirements, provided to the establishment and/or operation of law clinics based in universities in Ha Noi, Ho Chi Minh City and other cities in Viet Nam
- Delivery of legal assistance to the poor and marginalized by law clinics
- Delivery of community advocacy programs by law clinics
- Increased knowledge of communities of their legal rights and obligations and how to access justice through ongoing community programs delivered by law clinics
- Improved teaching skills and participatory methodologies being implemented by law clinic professors
- Increased understanding and acceptance of law clinic programs in universities and across the legal and judicial sector
- A multi-stakeholder and evidence-based evaluation of the results of the pilot support in order to provide recommendations for university law faculties, the Government of Viet Nam, UNDP and other donors on further support to law clinics in Viet Nam through development cooperation

Bidders are expected in their technical proposal to set out clearly the methodology to be adopted and the concrete activities to be performed in support of these outcomes. However, in line with the background, objectives and scope of work set out above, UNDP expects proposals

to include the following forms of support, or to state why it is not regarded as feasible to provide such support within the framework of the research project:

- Capacity building/training programs developed and delivered for law clinics
- Support to organisation of national (and, so far as feasible, regional) workshops/forums for law clinics
- Appropriate study visits and exchange/internships for law professors and students
- Support to development of administrative and operational procedures for law clinics
- Support to development of training curriculum, teaching modules and syllabi for law clinic programs
- So far as feasible and appropriate, support to development of accredited clinic programs at established law clinics
- Facilitate identification and documentation of best practices in clinical legal education
- Methodology developed and utilized to ensure that law clinics are serving the poor, marginalized and under-served, particularly those lacking access to justice
- Monitoring and evaluation system (including feedback and evaluation from the participating law schools) devised and implemented to enable assessment of the different pilot support activities to provide a sound evidential foundation for the formulation of a broader project of support

Final research report in English and Vietnamese, comprehensively documenting each of the pilot activities conducted with the participating law schools, evaluating the results achieved and making recommendations to UNDP on the formulation of a broader programme of support from 2011 onwards.

6) Provision of monitoring and progress controls

The successful bidder will be required to provide:

- a detailed workplan for the implementation of the research pilot within one month of signing the contract,
- thereafter, quarterly progress reports, which will provide information on the activities carried out in the previous quarter, and the work plan for the following quarter;
- a detailed research report (40-50 pages) on conclusion of the project, detailing the activities conducted, a multi-stakeholder evaluation of the results of the pilots, and recommendations on the formulation of a broader program of support.

7) Degree of expertise and qualifications required

Technical proposals should include details of the experience of the organisation/consortium/institution/firm in the following areas:

- Experience in developing and implementing legal education clinics in Southeast Asia (preferably including Viet Nam), and/or in China
- Experience in working with people at grass-roots level, including poor and marginalized citizens, those lacking access to justice, as well as civil society organizations, governments, institutions of higher education, and other institutions

- Experience in working in Viet Nam on development and/or legal reform projects, with existing partnerships in Viet Nam an advantage
- Significant knowledge and understanding of the Vietnamese legal system, legal reform process, and legal education
- Understanding of development issues in Viet Nam including cultural and socio-economic environment.
- Experience in assisting development partners with activity planning, budgeting, proposal writing and other necessary program tasks

Technical proposals must also provide details of key team personnel, who must meet the following qualifications and experience:

Team leader (international)

- Advanced degree in law
- At least 10 years relevant professional legal experience, including significant experience in establishing and operating law clinics and clinical legal education programs, preferably in Asia, with direct and sustained experience in Southeast Asia an advantage
- Experience teaching law in a university law faculty and law clinic/clinical legal education program
- At least 3-5 years practical experience in participatory teaching methodologies, curriculum and course development
- At least 5 years experience in implementing development projects, including development of proposals, work plans and budgets
- Fluent written and spoken English
- Previous experience working in Vietnam, preferably in relation to legal education and legal reform
- Ability to write or speak Vietnamese an advantage

Senior consultant (national)

- Advanced degree in law
- At least 10 years legal professional experience , including experience teaching law in a Vietnamese university law faculty, and law clinic work in Viet Nam
- At least 3 years practical experience in working with grassroots communities in Viet Nam on access to justice, legal education and/or related activities
- Significant experience of working with international donor organisations
- Significant experience of working with Vietnamese governmental agencies
- Excellent communication skills (oral and written) in English
- Native Vietnamese speaker with excellent oral and written communication skills

8) Administrative support and reference documents

- The contractor is required to provide all necessary support for activities to be performed by contractor in Viet Nam. The costs associated with bringing foreign experts to Viet Nam, or with sending representatives of law clinics abroad on study tours or internships, insofar as agreed with UNDP, will be met by UNDP.
- Attached reference materials:

- Resource paper on law clinics and clinical legal education in Viet Nam prepared by Professors Mark Sidel and Pham Duy Nghia (2009)
- Official English translation of Resolution No. 49-NQ/TW (2 June 2005)
- Official English translation of Decree No. 77/2008/ND-CP (July 16, 2008)

9) Review time required and payment terms

20% of the contract price will be paid upon submission and acceptance of detailed work plan

15% of the contract price will be paid upon submission and acceptance of the first quarterly periodic progress report

15% of the contract price will be paid upon submission and acceptance of the second quarterly periodic progress report

15% of the contract price will be paid upon submission and acceptance of the third quarterly periodic progress report

35% of the contract price will be paid after submission and UNDP's satisfactory acceptance of the Final Research Report

PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Dated this day /month _____ of year _____

Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope (or pdf document if submitting electronically) from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

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

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

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

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Price Schedule:			
Request for Proposals for Services			
Description of Activity/Item	Number of Staff	Monthly rate	Estimated Amount
1. Remuneration			
1.1 Services in Home office			
1.2 Services in Field			
2. Out of Pocket Expenses			
2.1 Travel			
2.2 Per Diem Allowances			
2.3 Communications			
2.4 Reproduction and Reports			
2.5 Equipment and other items			

ANNEX V



Model Contract for Professional Consulting Services between UNDP and a Company or other entity¹

Date _____

Dear Sir/Madam,

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

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

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) this letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's technical proposal [ref....., dated], as clarified by the agreed minutes of the negotiation meeting²[dated.....], both documents not attached hereto but known to and in the possession of both parties.

¹ This model contract is intended for services (studies, consultancies by firms, etc) to be obtained from companies as well as from NGOs, Universities, etc. It is not to be used for procuring goods or works. Any substantial deviations to the text should be made in consultation with BOM.

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

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

....
....

2.3 Any changes in the above key personnel shall require prior written approval of _____ [NAME and TITLE], UNDP.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]	[INDICATE DELIVERY DATES]
---------------------	---------------------------

e.g.

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

2.6 All reports shall be written in the English and Vietnamese languages, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ [MAIL, COURIER AND/OR FAX] to the address specified in 9.1 below.

2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

3. Price and Payment

² If there are updates to the technical proposal or correspondence exchanged in clarification of certain aspects, reference them too, provided that they are fully acceptable to UNDP. Otherwise, aspects which resolution is pending should be dealt with in this letter itself or in the Terms of Reference, as appropriate.

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

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

Invoices shall indicate the milestones achieved and corresponding amount payable.

4. Special conditions³

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

4.1.1. The Contractor shall:

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

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

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

company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

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

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

5. Submission of invoices

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

.....
.....

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

6. Time and manner of payment

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

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

_____ [NAME OF THE BANK]
_____ [ACCOUNT NUMBER]
_____ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

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

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

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

8. Modifications

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

9. Notifications

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

For the UNDP:

_____ [INSERT CONTRACT REFERENCE & NUMBER]

Telex:	Fax:	Cable:
---------------	-------------	---------------

For the Contractor:

[INSERT NAME, ADDRESS AND TELEX, FAX AND CABLE NUMBERS]

Name:
Address:

Telex:	
Fax:	
Cable:	

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

Yours sincerely,

[INSERT NAME AND TITLE]

For [INSERT NAME OF THE COMPANY/ORGANIZATION]

Agreed and Accepted:

Signature _____
Name: _____
Title: _____
Date: _____

ANNEX VII: Unconditional acceptance of UNDP General Conditions of Contract for Services

Date:

Mr Barnaby Jones
Deputy Country Director (Operations)
United Nations Development Programme
25-29 Phan Boi Chau
Hanoi, Viet Nam

Dear Mr Jones,

SUBJECT: Unconditional acceptance of UNDP General Conditions of Contract for Services

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services for Research Project “Applied Research Piloting the Development of Clinical Legal Education (CLE) in Vietnam” for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal. We agree unconditionally to accept the General Conditions of Model Contract for Professional Consulting Services as provided at Annex V to the Request for Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated. We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We understand that you are not bound to accept any Proposal you may receive.

This is to certify that _____ (*Name of Company Representative*), the bona fide _____ (*Designation*) of _____ (*Company Name*) is hereby authorized to act for, and in behalf of, the company for all bidding activities pertaining to the project This appointment shall be valid for the duration of the Research Project “Applied Research Piloting the Development of Clinical Legal Education (CLE) in Vietnam”.

I, _____, of legal age, with address at _____ after having been duly sworn in accordance with the Law, hereby certify that I am not restricted by any law or ordinance to participate in this bidding, nor am I restrained by any national or international organization for this undertaking.

I also hereby certify that all information in this document, including all annexes and enclosures hereto, are true and correct to the best of my knowledge and I hold myself personally liable, criminally or civil, for any misrepresentation or false statements made herein. I shall be willing to supply documentary evidence to support the statements I have made above, at the request of UNDP. I recognize and understand that any misrepresentation or material omission made on this document shall be sufficient ground for my automatic disqualification from UNDP bidding process or rejection of my bid offer.

In faith whereof, I have hereto affixed my signature this _____ day of _____, 201__ at _____.

Dated this day /month _____ of year _____

Signed :

(President / CEO / Chairman)
