

# **REQUEST FOR PROPOSAL (RFP)**

From firms/institutes/organizations

Dear Sir / Madam:

We kindly request you to submit your Proposal for managing the process of Site-level planning: Awareness raising, Organization and Management.

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

Proposals may be submitted on or before **Friday, January 24, 2014** and via email or courier mail to the address below:

# United Nations Development Programme Viet Nam 72 Ly Thuong Kiet Street, Hanoi, Viet Nam Procurement Unit

Email: procurement.vn@undp.org (Maximum size per email: 7MB)

With subject: {name of bidder} RFP for managing the process of Site-level planning

Technical and Financial Proposals are to be submitted in <a href="mailto:separate">separate</a> envelop/email.

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

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

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

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

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

1

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: <a href="http://www.undp.org/procurement/protest.shtml">http://www.undp.org/procurement/protest.shtml</a>.

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: <a href="http://www.un.org/depts/ptd/pdf/conduct\_english.pdf">http://www.un.org/depts/ptd/pdf/conduct\_english.pdf</a>

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Tran Thi Hong Head, Procurement Unit 1/3/2014

# **Description of Requirements**

Context of the	Please refer to the TOR
Requirement	Theuse refer to the TON
Implementing Partner of UNDP	UN-REDD Vietnam Phase II Programme
Brief Description of the Required Services	This assignment is designed to organize and facilitate site-level planning processes in order to produce two Site-based REDD+ Action Plans, document the procedures and processes on development of such Action Plans for two villages in Lam Dong province, as well as produce a set of recommendations and lessons learnt for improvement and application at other sites in six provinces including Lam Dong, Ca Mau, Ha Tinh, Binh Thuan, Bac Can and Lao Cai during 2014 and 2015.
List and Description of Expected Outputs to be Delivered	Please refer to the TOR
Person to Supervise the Work/Performa nce of the Service Provider	Project 00085319/UN-REDD Vietnam Phase II Programme
Frequency of Reporting	Please refer to the TOR
Progress Reporting Requirements	Please refer to the TOR
Location of work	☐ Exact Address/es [pls. specify] ☐ At Contractor's Location with meetings with UNDP Viet Nam in Hanoi
Expected duration of work	Feb. – June 2014
Target start date	February 2014
Latest completion date	June 2014
Travels Expected	As per TOR requirements
Special Security Requirements	<ul> <li>□ Security Clearance from UN prior to travelling</li> <li>□ Completion of UN's Basic and Advanced Security Training</li> <li>□ Comprehensive Travel Insurance</li> <li>□ Others [pls. specify]</li> </ul>

Facilities to be	$\square$ Office space and facilities
Provided by	☐ Land Transportation
UNDP (i.e.,	☐ Others [pls. specify]
must be	
excluded from	
Price Proposal)	
Implementatio	
n Schedule	☑ Required
indicating	□ Not Required
breakdown and	
timing of	
activities/sub-	
activities	
Names and	
curriculum	☑ Required
vitae of	
	☐ Not Required
individuals who	
will be involved	
in completing	
the services	
Currency of	☑ United States Dollars
Proposal	□ Euro
	☑ Local Currency (Vietnam Dong)
	Note:
	- For international bidders: All prices shall be quoted in US dollars.
	- For local bidders: All prices shall be quoted in Vietnam Dong (Otherwise, prices shall
	be converted to Vietnam Dong at UN Exchange Rate at the submission deadline.)
	and the state of t
Value Added	✓ must be inclusive of VAT and other applicable indirect taxes
Value Added Tax on Price	
	☑ must be inclusive of VAT and other applicable indirect taxes
Tax on Price	☑ must be inclusive of VAT and other applicable indirect taxes
Tax on Price	✓ must be inclusive of VAT and other applicable indirect taxes  ☐ must be exclusive of VAT and other applicable indirect taxes
Tax on Price Proposal  Validity Period	<ul><li>✓ must be inclusive of VAT and other applicable indirect taxes</li><li>☐ must be exclusive of VAT and other applicable indirect taxes</li><li>☐ 60 days</li></ul>
Tax on Price Proposal Validity Period of Proposals	<ul> <li>✓ must be inclusive of VAT and other applicable indirect taxes</li> <li>☐ must be exclusive of VAT and other applicable indirect taxes</li> <li>☐ 60 days</li> <li>☐ 90 days</li> </ul>
Tax on Price Proposal  Validity Period of Proposals (Counting for	<ul><li>✓ must be inclusive of VAT and other applicable indirect taxes</li><li>☐ must be exclusive of VAT and other applicable indirect taxes</li><li>☐ 60 days</li></ul>
Tax on Price Proposal  Validity Period of Proposals (Counting for the last day of	<ul> <li>✓ must be inclusive of VAT and other applicable indirect taxes</li> <li>☐ must be exclusive of VAT and other applicable indirect taxes</li> <li>☐ 60 days</li> <li>☐ 90 days</li> <li>✓ 120 days</li> </ul>
Tax on Price Proposal  Validity Period of Proposals (Counting for the last day of submission of	<ul> <li>✓ must be inclusive of VAT and other applicable indirect taxes</li> <li>☐ must be exclusive of VAT and other applicable indirect taxes</li> <li>☐ 60 days</li> <li>☐ 90 days</li> <li>☑ 120 days</li> <li>In exceptional circumstances, UNDP may request the Proposer to extend the validity of</li> </ul>
Tax on Price Proposal  Validity Period of Proposals (Counting for the last day of	<ul> <li>✓ must be inclusive of VAT and other applicable indirect taxes</li> <li>☐ must be exclusive of VAT and other applicable indirect taxes</li> <li>☐ 60 days</li> <li>☐ 90 days</li> <li>☑ 120 days</li> <li>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</li> </ul>
Tax on Price Proposal  Validity Period of Proposals (Counting for the last day of submission of	<ul> <li>✓ must be inclusive of VAT and other applicable indirect taxes</li> <li>☐ must be exclusive of VAT and other applicable indirect taxes</li> <li>☐ 60 days</li> <li>☐ 90 days</li> <li>☑ 120 days</li> <li>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</li> </ul>
Tax on Price Proposal  Validity Period of Proposals (Counting for the last day of submission of quotes)	<ul> <li>✓ must be inclusive of VAT and other applicable indirect taxes</li> <li>☐ must be exclusive of VAT and other applicable indirect taxes</li> <li>☐ 60 days</li> <li>☐ 90 days</li> <li>☑ 120 days</li> <li>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.</li> </ul>
Tax on Price Proposal  Validity Period of Proposals (Counting for the last day of submission of	<ul> <li>✓ must be inclusive of VAT and other applicable indirect taxes</li> <li>☐ must be exclusive of VAT and other applicable indirect taxes</li> <li>☐ 60 days</li> <li>☐ 90 days</li> <li>☑ 120 days</li> <li>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.</li> <li>☑ Not permitted</li> </ul>
Tax on Price Proposal  Validity Period of Proposals (Counting for the last day of submission of quotes)	<ul> <li>✓ must be inclusive of VAT and other applicable indirect taxes</li> <li>☐ must be exclusive of VAT and other applicable indirect taxes</li> <li>☐ 60 days</li> <li>☐ 90 days</li> <li>☑ 120 days</li> <li>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.</li> </ul>
Tax on Price Proposal  Validity Period of Proposals (Counting for the last day of submission of quotes)  Partial Quotes	<ul> <li>✓ must be inclusive of VAT and other applicable indirect taxes</li> <li>☐ must be exclusive of VAT and other applicable indirect taxes</li> <li>☐ 60 days</li> <li>☐ 90 days</li> <li>☑ 120 days</li> <li>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.</li> <li>☑ Not permitted</li> <li>☐ Permitted</li> </ul>
Tax on Price Proposal  Validity Period of Proposals (Counting for the last day of submission of quotes)	<ul> <li>✓ must be inclusive of VAT and other applicable indirect taxes</li> <li>☐ must be exclusive of VAT and other applicable indirect taxes</li> <li>☐ 60 days</li> <li>☐ 90 days</li> <li>☑ 120 days</li> <li>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.</li> <li>☑ Not permitted</li> <li>☐ Permitted</li> <li>The first installment of 20% of the contract value will be paid upon submission the</li> </ul>
Tax on Price Proposal  Validity Period of Proposals (Counting for the last day of submission of quotes)  Partial Quotes	<ul> <li>✓ must be inclusive of VAT and other applicable indirect taxes</li> <li>☐ must be exclusive of VAT and other applicable indirect taxes</li> <li>☐ 60 days</li> <li>☐ 90 days</li> <li>☑ 120 days</li> <li>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.</li> <li>☑ Not permitted</li> <li>☐ Permitted</li> <li>The first installment of 20% of the contract value will be paid upon submission the awareness raising materials for village/commune level with satisfactory acceptance</li> </ul>
Tax on Price Proposal  Validity Period of Proposals (Counting for the last day of submission of quotes)  Partial Quotes	<ul> <li>✓ must be inclusive of VAT and other applicable indirect taxes</li> <li>☐ must be exclusive of VAT and other applicable indirect taxes</li> <li>☐ 60 days</li> <li>☐ 90 days</li> <li>☑ 120 days</li> <li>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.</li> <li>☑ Not permitted</li> <li>☐ Permitted</li> <li>The first installment of 20% of the contract value will be paid upon submission the</li> </ul>
Tax on Price Proposal  Validity Period of Proposals (Counting for the last day of submission of quotes)  Partial Quotes	<ul> <li>✓ must be inclusive of VAT and other applicable indirect taxes</li> <li>☐ must be exclusive of VAT and other applicable indirect taxes</li> <li>☐ 60 days</li> <li>☐ 90 days</li> <li>☑ 120 days</li> <li>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.</li> <li>☑ Not permitted</li> <li>☐ Permitted</li> <li>The first installment of 20% of the contract value will be paid upon submission the awareness raising materials for village/commune level with satisfactory acceptance</li> </ul>
Tax on Price Proposal  Validity Period of Proposals (Counting for the last day of submission of quotes)  Partial Quotes	<ul> <li>✓ must be inclusive of VAT and other applicable indirect taxes</li> <li>☐ must be exclusive of VAT and other applicable indirect taxes</li> <li>☐ 60 days</li> <li>☐ 90 days</li> <li>☑ 120 days</li> <li>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.</li> <li>☑ Not permitted</li> <li>☐ Permitted</li> <li>The first installment of 20% of the contract value will be paid upon submission the awareness raising materials for village/commune level with satisfactory acceptance by UNDP</li> </ul>
Tax on Price Proposal  Validity Period of Proposals (Counting for the last day of submission of quotes)  Partial Quotes	<ul> <li>✓ must be inclusive of VAT and other applicable indirect taxes</li> <li>☐ must be exclusive of VAT and other applicable indirect taxes</li> <li>☐ 60 days</li> <li>☐ 90 days</li> <li>☑ 120 days</li> <li>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.</li> <li>☑ Not permitted</li> <li>☐ Permitted</li> <li>The first installment of 20% of the contract value will be paid upon submission the awareness raising materials for village/commune level with satisfactory acceptance by UNDP</li> <li>The second installment of 30% of the contract value will be paid upon submission of</li> </ul>
Tax on Price Proposal  Validity Period of Proposals (Counting for the last day of submission of quotes)  Partial Quotes	<ul> <li>✓ must be inclusive of VAT and other applicable indirect taxes</li> <li>☐ must be exclusive of VAT and other applicable indirect taxes</li> <li>☐ 60 days</li> <li>☐ 90 days</li> <li>☑ 120 days</li> <li>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.</li> <li>☑ Not permitted</li> <li>☐ Permitted</li> <li>The first installment of 20% of the contract value will be paid upon submission the awareness raising materials for village/commune level with satisfactory acceptance by UNDP</li> <li>The second installment of 30% of the contract value will be paid upon submission of the report of awareness raising activities with satisfactory acceptance by UNDP</li> </ul>
Tax on Price Proposal  Validity Period of Proposals (Counting for the last day of submission of quotes)  Partial Quotes	<ul> <li>✓ must be inclusive of VAT and other applicable indirect taxes</li> <li>☐ must be exclusive of VAT and other applicable indirect taxes</li> <li>☐ 60 days</li> <li>☐ 90 days</li> <li>☑ 120 days</li> <li>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.</li> <li>☑ Not permitted</li> <li>☐ Permitted</li> <li>The first installment of 20% of the contract value will be paid upon submission the awareness raising materials for village/commune level with satisfactory acceptance by UNDP</li> <li>The second installment of 30% of the contract value will be paid upon submission of the report of awareness raising activities with satisfactory acceptance by UNDP</li> <li>The third installment of 20% of the contract value will be paid upon submission of</li> </ul>
Tax on Price Proposal  Validity Period of Proposals (Counting for the last day of submission of quotes)  Partial Quotes	<ul> <li>✓ must be inclusive of VAT and other applicable indirect taxes</li> <li>☐ must be exclusive of VAT and other applicable indirect taxes</li> <li>☐ 60 days</li> <li>☐ 90 days</li> <li>☑ 120 days</li> <li>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.</li> <li>☑ Not permitted</li> <li>☐ Permitted</li> <li>The first installment of 20% of the contract value will be paid upon submission the awareness raising materials for village/commune level with satisfactory acceptance by UNDP</li> <li>The second installment of 30% of the contract value will be paid upon submission of the report of awareness raising activities with satisfactory acceptance by UNDP</li> <li>The third installment of 20% of the contract value will be paid upon submission of the draft of two Site-based REDD+ Activity Plans and procedures to develop village</li> </ul>
Tax on Price Proposal  Validity Period of Proposals (Counting for the last day of submission of quotes)  Partial Quotes	<ul> <li>✓ must be inclusive of VAT and other applicable indirect taxes</li> <li>☐ must be exclusive of VAT and other applicable indirect taxes</li> <li>☐ 60 days</li> <li>☐ 90 days</li> <li>☑ 120 days</li> <li>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.</li> <li>☑ Not permitted</li> <li>☐ Permitted</li> <li>The first installment of 20% of the contract value will be paid upon submission the awareness raising materials for village/commune level with satisfactory acceptance by UNDP</li> <li>The second installment of 30% of the contract value will be paid upon submission of the report of awareness raising activities with satisfactory acceptance by UNDP</li> <li>The third installment of 20% of the contract value will be paid upon submission of the draft of two Site-based REDD+ Activity Plans and procedures to develop village Site-based REDD+ Activity Plan with satisfactory acceptance by UNDP</li> </ul>

Person(s) to review/inspect/ approve outputs/compl eted services and authorize the disbursement of payment	Project 00085319/UN-REDD Vietnam Phase II Programme
Type of Contract to be Signed	<ul> <li>□ Purchase Order</li> <li>□ Institutional Contract</li> <li>☑ Contract for Professional Services</li> <li>□ Long-Term Agreement</li> <li>□ Other Type of Contract</li> </ul>
Criteria for Contract Award	<ul> <li>□ Lowest Price Quote among technically responsive offers</li> <li>☑ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</li> <li>☑ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.</li> </ul>
Criteria for the Assessment of Proposal	Technical Proposal (70%)  ☑ Expertise of the Firm 30%  ☑ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30%  ☑ Management Structure and Qualification of Key Personnel 40%  Financial Proposal (30%)  To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	✓ One and only one Service Provider  ☐ One or more Service Providers, depending on the following factors
Annexes to this RFP	<ul> <li>✓ Form for Submission of Proposal (Annex 2)</li> <li>✓ General Terms and Conditions / Special Conditions (Annex 3)</li> <li>✓ Detailed TOR (Annex 4)</li> <li>✓ Others: Evaluation Criteria (Annex 5); 3. Price Schedule template (Annex 6)</li> </ul>
Contact Person for Inquiries (Written inquiries only) <sup>1</sup>	Ms. Nguyen Thi Hoang Yen Procurement Associate, UNDP Viet Nam Email: nguyen.thi.hoang.yen@undp.org  Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

\_

<sup>&</sup>lt;sup>1</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.

Other	Bidders are responsible for checking the UNDP website
Information	(http://www.vn.undp.org/content/vietnam/en/home/operations/procurement/procure
	ment_notices.html) for any addenda and updated deadline to this Request for Proposals.
	UNDP reserves the right to post addenda up to the closing date for submissions. Hence
	bidders are advised to check the UNDP website frequently prior to submitting their
	proposal.

# FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>2</sup>

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>3</sup>)

[insert: Location]. [insert: Date]

To: UNDP Vietnam

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated 1/3/2014, 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, 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:

<sup>2</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>3</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

- Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

We agree to abide by this Proposal for 120 days from the bid submission deadline.

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

# **General Terms and Conditions for Services**

#### 1.0 LEGAL STATUS:

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

#### 2.0 SOURCE OF INSTRUCTIONS:

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

#### 3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

#### 4.0 ASSIGNMENT:

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

# 5.0 SUB-CONTRACTING:

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

#### 6.0 OFFICIALS NOT TO BENEFIT:

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

#### 7.0 INDEMNIFICATION:

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

#### 8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

# 9.0 ENCUMBRANCES/LIENS:

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

#### 10.0 TITLE TO EQUIPMENT:

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

#### 11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

- 11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

#### 13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

- **13.1** The recipient ("Recipient") of such information shall:
  - **13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
  - **13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
  - **13.2.1** any other party with the Discloser's prior written consent; and,
  - 13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
    - **13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
    - 13.2.2.2 any entity over which the Party exercises effective managerial control; or,
    - **13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- 13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### 14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

#### 15.0 TERMINATION

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

# 16.0 SETTLEMENT OF DISPUTES

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

#### 17.0 PRIVILEGES AND IMMUNITIES:

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

#### **18.0 TAX EXEMPTION**

- 18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, interalia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.
- Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### 19.0 CHILD LABOUR

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

#### 20.0 MINES:

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

#### 21.0 OBSERVANCE OF THE LAW:

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

#### 22.0 SEXUAL EXPLOITATION:

- 22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

#### 23.0 AUTHORITY TO MODIFY:

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

# **ANNEX 4 – TERMS OF REFERENCE**

Name of service Service provider to manage the process of Site-level planning: Awareness

raising, Organization and Management

Project ID and title 00085319/UN-REDD Vietnam Phase II Programme

**Duty Station** Hanoi and Lam Dong

**Duration of Appointment** 3 months, Feb. – June 2014

**Reporting**UNDP Viet Nam and the National Programme Director (NPD)

#### 1) GENERAL BACKGROUND

Viet Nam is among the countries most vulnerable to climate change. Although Viet Nam's greenhouse gas (GHG) emissions are still relatively low, emissions per capita were just 1.46 metric tons CO2 equivalent in 2008, they are growing at a faster pace than many other countries and will continue to rise rapidly due to rapid economic growth and industrial expansion. The Government has made significant efforts in responding to climate change, including adoption of a National Climate Change Strategy, National Target Programme to Respond to Climate Change, National Green Growth Strategy, and National Action Programme on Reducing Emission from Deforestation and forest Degradation , conservation and sustainable management of forest resources and enhancing carbon stock (REDD+), etc. The agriculture and rural development sector, including forestry, pioneered to adopt a plan to reduce emissions by 20% from forecasted levels by 2020.

Under the programme cycle 2012-2016, UN provides substantial support to the Government of Viet Nam to respond to climate change, including REDD+. The support is mainly provided through the UN-REDD Vietnam Programme. The UN-REDD Vietnam Phase I Programme has been completed with some key results regarding to the capacity building at national and local level in Lam Dong province, including the design of 17 principles for Benefit Distribution System (BDS) and the R-factor for benefit sharing. The UN-REDD Viet Nam Phase II Programme aims to pilot eligible activities and provide positive incentives for local people who directly involve in REDD+ activities in 6 pilot provinces, including Lam Dong, Ca Mau, Binh Thuan, Ha Tinh, Bac Can and Lao Cai. The Programme will build necessary capacity for Viet Nam to benefit from future results-based payments for REDD+ and undertake transformational changes in the forestry sector.

Under Output 2.3 of the Programme, through a comprehensive and participatory planning process at the provincial level, detailed Provincial REDD+ Action Plans (PRAPs) will be prepared. These plans will set out the required activities at provincial, district, commune and village levels to implement REDD+. In each province, the PRAP will be accompanied by a set of Site-Based REDD+ Activity Plans covering all REDD+ sites.

A Site-Based REDD+ Activity Plan will be prepared through a fully participatory process involving the forest owners, users and other relevant stakeholders at the site, and including a process for Free, Prior, and Informed Consent (FPIC). This process will lead to clearer understanding of capacity needs at district and provincial levels, and requests for institutional changes. Several previous projects, such as Song Da Social Forestry Project funded by GTZ, Northern Mountainous Rural Development Project funded by SIDA, Farmers' Action Plan Project funded by DANIDA had applied the different tools for enhancing the participation of local communities and relevant stakeholders in local development planning at every step, such as Participatory Rural Appraisal (PRA), Rapid Rural Appraisal (RRA), etc. Some guidelines are also available. These experiences and tools should be considered for use during planning process.

The UN-REDD Viet Nam Phase II Programme is looking for a service provider to implement the site-based REDD+ planning process at two villages in Lam Dong province (Kala Tong Gu village of Bao Thuan Commune, Di Linh district and Preten 2 village of Phu Son commune, Lam Ha district).

# 2) OBJECTIVES OF THE ASSIGNMENT

This assignment is designed to organize and facilitate site-level planning processes in order to produce two Site-based REDD+ Action Plans, document the procedures and processes on development of such Action Plans for two villages in Lam Dong province, as well as produce a set of recommendations and lessons learnt for improvement and application at other sites in six provinces including Lam Dong, Ca Mau, Ha Tinh, Binh Thuan, Bac Can and Lao Cai during 2014 and 2015.

#### 3) SCOPE OF WORK

The service provider will undertake activities relating to the following 6 areas of work:

#### 3.1. Support to establish an interim redressing and grievance mechanism

The UN-REDD/Viet Nam Phase II Programme, in cooperation with the Forest Carbon Partnership Facility (FCPF), will establish an institutionalized, nationwide recourse mechanism for REDD+. However, such a mechanism will not be established for some time, so an interim mechanism needs to be established for the pilot sites.

Existing dispute resolution mechanisms at local level involve village dispute resolution groups, typically consisting of about 5 members who will be those in authority (such as village head and police) and other respected members of the village. This existing mechanism will likely be able to handle most grievances raised during the pilot exercise. However, since this is a learning exercise, it is necessary to document any and all grievances raised. Such grievances may relate to dissatisfaction with FPIC, complaints about the ways in which incentives were shared, discrimination, forest and land-use restrictions etc.

The service provider will:

- propose a suitable interim redressing and grievance mechanism to be operational during the site based planning process
- establish measures/actions with suggestion of necessary resources (i.e. essential equipment) to enable the proposed mechanism operate
- provide at least one training workshop and necessary on the job training for involved members of the dispute resolution groups including 5 members mentioned above. The training will introduce the established mechanism to document and resolve any grievance.

#### 3.2 Awareness raising among local village communities' members and local stakeholders.

Although the stakeholders in the two pilot districts were subject to awareness raising during UN-REDD Phase I, this process needs to be repeated. The proposed process for site-level planning also needs to be informed to the forest owners and local stakeholders. The service provider will prepare and deliver targeted awareness raising to forest owners and local stakeholders in the pilot sites, which includes.

- Compile awareness raising materials which may include materials produced in UN-REDD Phase I, as well as materials produced by other partners. The service provider will work closely with the PMU (possibly with some contracted consultants to work on awareness raising materials) to review existing materials and identify supplementary materials, where required. The materials

shall consist of easily understandable messages in local context, which may include but not limited to:

- i. What is Climate Change and why is it happening?
- ii. How is important the forests in mitigating emissions?
- iii. How is important the forests in maintaining livelihoods of local communities?
- iv. What is REDD+? How REDD+ is related to ongoing forest protection and development policies?
- v. How will local stakeholders be involved, and what will be the benefits and risks to them?
- vi. How the mechanism of "people know, people discuss, people do, people benefit" should be applied?
- vii. What are the drivers of deforestation and forest degradation in the locality?
- viii. What should local communities do to reduce deforestation and forest degradation? How to do?
- ix. What is the site-level planning process to be applied?
- x. What safeguards apply and how will they be implemented/respected?
- xi. How can complaints be made/recourse applied?
- Identify potential local facilitators among local stakeholders and undertake necessary capacity building for them so that they will be able to facilitate the negotiation with the villagers and provide assistance during the awareness raising events.
- Basing on the training materials developed, prepare and organize at least two awareness raising events for local village communities' members, forest owners and local stakeholders in each site in close cooperation with village heads, DARD/PPMU and the two District's Forest Protection Units

## 3.3 Review of commune-level intervention packages

The service provider will review the village-level drivers for accuracy and generic intervention packages adapted for the village's condition and circumstance. The UN-REDD Phase II Programme document provides the identified drivers of deforestation and forest degradation for each target village and generic "intervention packages" for each driver.

#### 3.4 Propose positive incentive options

- Review and design specific incentive packages to be offered for forest owners and local stakeholders in each pilot site.

The types of positive incentives that might be offered are:

- Assistance in establishment of cooperatives for marketing produce
- Training in produce quality improvement
- Provision of improved equipment for processing produce
- Contracting of villagers for undertaking actions such as forest patrolling, tree planting, forest restoration, etc
- Community livelihood improvement projects (such as upgrading infrastructure, provision of good seedlings, agro-forestry, etc)
- Establishment of community development funds
- Increased allocation of land to households
- Establish and propose maximum level of incentives to be offered in each pilot site. In full REDD+ implementation, the magnitude of the value of incentive packages offered to forest owners and

local stakeholders should match the expected contribution of their actions to the overall national performance in emissions reductions. In this pilot phase, such an analysis is not possible, but nevertheless an upper limit of the value of incentives to be offered needs to be determined since the costs will be borne by the programme budget.

# 3.5 Undertake site-level planning events

- Following the mentioned above tasks, organize and manage site-level planning events with at least 2 events for each village in working closely with PMU, PPMU/DARD, the two District's Forest Protection Units and villagers with the participation of villagers, or their designated representatives, the commune people's committee representatives and forest owners.
- At the first event, the proposed intervention package for the commune will be tabled, together with the types and level of incentives being offered. Negotiations will be held with the villagers on both issues. There will then be a period of time (determined by the villagers) during which they will consider the intervention and incentive packages, and discuss among themselves.
- A second event will then be held at which agreement may be sought (although it is possible that a third round of negotiations may be required). Note that the agreement reached may be that the villagers do not want to participate in the interventions proposed or to benefit from the incentives offered.
- Support the formalization of the agreement that may be reached between village heads and participating villagers/forest owners (i.e. drafting memorandum of understanding or contract). This agreement is proposed to set out: (i) details of any benefits (payments or other incentives) to be provided to the forest owner/manager or other right holder; (ii) details of any land-use measures to be adopted, modified or stopped by the forest owner, manager or other right holder; (iii) details of any benefits in different forms to the forest owner/manager or other right holder

# 3.6. Documentation of site-based planning process

- Prepare all documentation summarizing procedures and results of village planning events that shall be used for lesson learnt and replication for other sites.

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

**Duration**: Estimated 3 months during Feb – June 2014 with provisional timeline as below:

No	Action	Timeline
1	Development of proposed interim mechanism and	Within 01 month upon the signing
	Preparation of information on interim mechanism for use in	of the contract
	awareness raising events	
2	Completed compilation of awareness raising materials	Within 2 weeks upon the signing of
		the contract
3	Capacity building for local facilitators and awareness raising	3 <sup>rd</sup> and 4 <sup>th</sup> weeks after the signing
	training	of the contract
4	Completed intervention packages adapted to local	4 <sup>th</sup> week after the signing of the
	conditions and circumstances	contract
	Design of specific incentive package to be offered for each	Within 01 month upon the signing
	pilot site	of the contract

5	2 rounds of planning events	The 6 <sup>th</sup> and 8 <sup>th</sup> weeks after the signing of the contract
6	Finalization, reporting and documentation	1 month upon the completion of
		the planning events

**Duty Station:** Hanoi and Lam Dong. Travel costs, trainings and events cost associated with the detailed work-plan must be included in the total financial offer of the proposal with the detailed breakdown of each cost item.

# 5) FINAL PRODUCTS

The required outputs of the assignment will be:

- 5.1. Two Site-based REDD+ Activity Plans agreed with participating people/households in the two target villages and with concurrence by people's committees of Communes and Districts. The Plans will include clear objectives, forest protection and development activities, specific interventions to reduce deforestation and forest degradation, income alternatives, incentive packages, and institutional arrangement for implementing the plan;
- 5.2. A set of awareness raising materials for village/commune level;
- 5.3. A report on procedures to develop village Site-based REDD+ Activity Plan, and a set of recommendations for improvement and replication;
- 5.4. A report of awareness raising activities in two villages with evaluation of i) increased capacities among participating peoples in the villages, commune units for REDD+ planning and ii) increased awareness among local stakeholders on the role of climate change and REDD+ in forest conservation and sustainable land management.

Outputs under items 5.1, 5.2, 5.4 shall be in both English and Vietnamese. Output 5.3 shall be in Vietnamese.

Based on the lessons learnt and recommendations of these two pilot sites- level planning, and subject to performance of the selected service provider, and the Programme's budget availability and the need from UNDP and the PMU, UNDP and PMU may seek for extension of service for site-level planning with the selected service provider in other sites in six provinces including Lam Dong, Ca Mau, Ha Tinh, Binh Thuan, Bac Can and Lao Cai during 2014 and 2015.

# 6) PROVISION OF MONITORING AND PROGRESS CONTROLS

The selected service provider will perform the assignment under the supervision of UNDP's Head of Sustainable Cluster and National Programme Director (NPD). The service provider (through the team leader) is required to regularly report to UNDP and the Project Management Unit (PMU) on the progress of the work.

After the signing of the contract, the selected service provider, UNDP and PMU will agree on the mechanism and actual timeline of the reporting requirements. Upon that the service provider will develop a detailed work plan which must be agreed with the UNDP and the PMU. During the implementation of the assignment.

Training documents developed by the selected service provider must be reviewed, commented and approved by UNDP and PMU before being delivered at the training workshops and raising events.

The service provider will work closely with the two selected District's Forest Protection Units, Provincial Agriculture and Rural Development (DARD), and Provincial Programme Management Unit (PPMU).

The service provider needs to report to UNDP and PMU any difficulties in a timely manner in order to find solutions and ensure smooth process.

# 7) DEGREE OF EXPERTISE AND QUALIFICATIONS

# The ideal service provider will have:

- Proven knowledge on government policies, regulations and procedures on land use, forest protection and development, new rural development planning at various levels; on local democracy
- Extensive experience of engaging with local stakeholders on natural resource management issues, in designing and implementing participatory plans on forest management, village/commune development, in co-management of forests and community forestry in Viet Nam
- Extensive experience with working in Viet Nam and in Lam Dong is an asset
- Experience in awareness raising and training on natural resource management, environmental protection, sustainable land use management at local levels
- Experience with the design and/or implementation of Free, Prior, and Informed Consent processes
- Proven experience of team management supervision and delivery of good quality products for international development projects

Please see details in the evaluation sheet.

# Team composition and specific requirements are divided by team members:

It is suggested that the Service Provider is constituted by a team of at least <u>two senior national consultants</u> and <u>one or two national consultant(s)</u> as <u>field assistants</u>. Each team member will have distinct roles, to include, but not limit to the following minimum aspects:

- Team leader/Senior national expert will lead the team and have the overall responsibility for all the
  outputs of the assignment. She/he will provide overall substantive guidance, methodological advise
  to other team members.
- Other senior national expert(s) will provide substantive inputs to the team for the design of sitebased planning, design and deliver awareness raising activities.
- Team member(s)/National expert(s) as field assistants will provide support to coordination and conduction of training/awareness raising and site-planning events.

# Senior national expert(s)

- Postgraduate degree in forestry, environment, climate change communication, or related fields;
- Proven knowledge on government policies, regulations and procedures on land use, forest protection and development, new rural development planning at various levels; on local democracy
- Adequate knowledge on forestry and REDD+ and climate change;

- At least 5 years of working experience in the areas of forestry, communication, environment or rural development;
- Extensive experience of engaging with local stakeholders on natural resource management issues, in designing and implementing participatory plans on forest management, village/commune development, in co-management of forests and community forestry in Viet Nam
- Extensive experience with working in Viet Nam and in Lam Dong is an asset.
- Experience in awareness raising and training on natural resource management, environmental protection, sustainable land use management at local levels
- Experience with the design and/or implementation of Free, Prior, and Informed Consent processes
- Proven good team player, communication, and facilitation skills, Proven proficiency in both spoken and written English.

# Team member(s)

- University degree in forestry, agriculture, or relevant environmental fields
- At least 5 years of working experience in the areas of forestry, sustainable forest management and/or forest community development
- Adequate knowledge on forestry and REDD+ and climate change; and related issues
- Good experience in awareness raising and training on natural resource management, environmental protection, sustainable land use management at local levelsand in Lam Dong is an asset.
- Proven good team player, communication, and facilitation skills, Proven proficiency in both spoken and written English.

# 8) ADMIN SUPPORT AND REFERENCE DOCUMENTS

The selected service provider shall arrange and conduct all relevant trainings, meetings and interviews and seek for UNDP/PMU support when it is necessary.

**Documents:** Details regarding the UN-REDD Phase II Programme content are available at <a href="http://www.vietnam-redd.org/Web/Default.aspx?tab=project&zoneid=110&lang=en-US">http://www.vietnam-redd.org/Web/Default.aspx?tab=project&zoneid=110&lang=en-US</a>.

In addition, copies of Annex G (covering the drivers of deforestation and forest degradation are identified for each target commune) and Annex F (providing generic "intervention packages" for each driver), of the UN-REDD Phase II Programme document will be made available to the service provider upon commencement of the assignment; and awareness raising materials produced in UN-REDD Phase I.

# 9) REVIEW TIME REQUIRED AND PAYMENT TERM

- The first installment of 20% of the contract value will be paid upon submission the awareness raising materials for village/commune level with satisfactory acceptance by UNDP
- The second installment of 30% of the contract value will be paid upon submission of the report of awareness raising activities with satisfactory acceptance by UNDP
- The third installment of 20% of the contract value will be paid upon submission of the draft of two Site-based REDD+ Activity Plans and procedures to develop village Site-based REDD+ Activity Plan with satisfactory acceptance by UNDP
- The third and final payment of 30% will be paid upon the completion of final products under the contract, with satisfactory acceptance by UNDP.

# **ANNEX 5 – EVALUATION CRITERIA**

Sum	mary of Technical Proposal	Score	Points	(	Compar	ny / Oth	er Entit	у
Evalu	uation Forms	Weight	Obtainable	Α	В	С	D	Е
1.	Expertise of Firm / Organisation							
	submitting Proposal	30%	300					
2.	Proposed Work Plan and Approach	30%	300					
3.	Personnel	40%	400					
	Total		1000					

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 of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

Tech	nical Proposal Evaluation	Points	Company / Other Entity			у	
Form	11	obtainable	Α	В	С	D	Е
Expe	rtise of firm / organisation submitting proposal	obtainable A B C D  osal  10 likely tium, em/ent  30 s a 50					
1.1	Litigation and Arbitration history	10					
1.2	General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm/ organisation, strength of project management support e.g. project financing capacity and project management controls)	30					
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills).	30					
1.4	Team Composition:  - Extent to which the team has a sufficient number of qualified members that reflect the major focus of the exercise with good expertise, competence and experience.  - Proven experience of team management supervision and delivery of good quality	50					

			T T		1 1
	products for international development				
	projects				
1.5	<ul> <li>Relevant knowledge and expertise</li> <li>Proven knowledge on GoV policies, regulations and procedure on forest protection and development, rural development planning at various levels</li> <li>Specialised knowledge on forest protection and development, environment protection, REDD+, rural development planning</li> </ul>	80			
1.6	<ul> <li>Relevant experience:         <ul> <li>Extent of experiences in designing and implementing participatory plans on forest management, village/commune development</li> <li>Experience in designing/implementing tools and guidelines on participatory plans on forest management, village/commune development</li> <li>Experience in awareness raising and training on natural resource management, environmental protection, sustainable land use management at local levels</li> <li>Experience on relevant work in Lam Dong is an asset</li> <li>Experience with the design and/or implementation of Free, Prior, and Informed Consent processes, and/or implementation of the Democracy Ordinance at local levels</li> <li>Similar work for major multilateral/ or bilateral programmes</li> </ul> </li> </ul>	100			
		300			

Tech	nical Proposal Evaluation	Points	(	Compan	y / Oth	er Entit	У
Form	n 2	Obtainable	Α	В	С	D	E
Prop	osed Work Plan and Approach						
2.1	To what degree does the Offeror understand the task?	20					
2.2	Is the scope of task well defined and does it correspond to the TOR?	80					
2.3	Have the important aspects of the task been addressed in sufficient detail?	30					
2.4	Is the proposal based on a review of the programme environment and was this input properly used in the preparation of the proposal?	20					
2.5	Does the detailed work plan identify specific timeframe with plans for travels, needed	100					

	meetings, events, deliverables and other key points that will need coordination.				
2.6	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	30			
2.7	Does the proposal include a detailed list of relevant materials, reports and policy documents that will be referenced?	10			
2.8	Does the proposal include a detailed list of target groups and representative that will be engaged during the process?	10			
		300			

Tec	hnical Proposal Evaluation			Points	(	Compar	y / Oth	er Entit	у
For	m 3			Obtainable	Α	В	С	D	E
3. 1	Senior national expert\s			300					
			Sub- Score						
	Postgraduate degree in forestry environment, climate change communication, or related field		60						
	Suitability for the Project - Experience in participatory planning with local people	60	195						
	- Experience on awareness raising, training on related fields at local level	50							
	- Knowledge of REDD+, forestry protection, rural development, governmental and local policies	60							
	- Experience in relevant work in Lam Dong is an asset, engaging with local people	25							
	- Team work and facilitation skil	I	30						
	- English proficiency		15 300						
3. 2	National Experts/Field assistants (team members)			100					
			Sub- Score						
	University degree in forestry, agriculture, or relevant environmental fields		20						

Suitability for the Project		65				
- Experience in organising	30					
participatory events, meetings						
and training on related fields						
with local people						
- Experience and knowledge in	15					
forestry protection, REDD+,						
rural development						
- Experience in relevant work	20					
in Lam Dong is an asset and ,						
engaging with local people						
- Team work and facilitation skills		10				
- English Proficiency		5				
		100				
	_		400		_	
Total Part 3						

#### **ANNEX 6 - PRICE SCHEDULE TEMPLATE**

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.

#### All related applicable taxes are included in the offered prices.

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 Estimated** Men Rate Amount Month US\$ / VND 1. Remuneration 1.1 Services in Home office 1.2 Services in Field 1.3 2. **Out of Pocket Expenses** 2.1 Travel 2.2 Per Diem Allowances 2.3 Communications Reproduction and Reports 2.4 2.5 Equipment and other items Total

We agree to abide by this Proposal for 120 days from the bid submission deadline.

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