



Empowered lives.
Resilient nations.

**REQUEST FOR PROPOSAL (RFP)
(For Low-Valued Services)**

NAME & ADDRESS OF FIRM	DATE: February 20, 2013
	REFERENCE:

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Website Construction and Webhosting Climate Finance Options Framework for "Sustainable Development and Climate Planning" project.**

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

Proposals may be submitted on or before 17.00 hours of Monday, March 04, 2013 and via email to the address below:

**United Nations Development Programme Vietnam
72 Ly Thuong Kiet, Hoan Kiem, Hanoi
Le Tuyet Sinh - Procurement Unit
Email: le.tuyet.sinh@undp.org**

Your Proposal must be expressed in English, and valid for a minimum period of 60 days

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

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

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

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

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the

Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

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 :http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Procurement Unit
UNDP Vietnam
2/20/2013

Description of Requirements

Context of the Requirement	MPI and UNDP are jointly implementing the Sustainable Development and Climate Planning project (SD and CP). The Climate Finance Options Framework for Viet Nam activity is implemented as part of the project. It aims to develop a Vietnamese version of the global CFO framework.
Implementing Partner of UNDP	DSENRE (Department of Science, Education, Natural Resources and Environment-Ministry of Planning and Investment)
Brief Description of the Required Services	The construction of the Vietnam Climate Finance Options Framework Website includes the actual development of the Information Technology Infrastructure to host the website content. The content will be delivered by UNDP and MPI. The contract will include an obligation to host the website for one year and properly handover the site to the MPI IT center
List and Description of Expected Outputs to be Delivered	The contractor delivers: <ul style="list-style-type: none"> - The IT infrastructure to host the supplied content and ensures that it is compatible with the global CFO website both in terms of IT requirement and structure - Supply services to host and accommodate update of content for one year - A report of the handover process of the website to MPI -
Person to Supervise the Work/Performance of the Service Provider	International Technical Specialist/ Project Coordinator
Frequency of Reporting	Monthly monitoring
Progress Reporting Requirements	The contractor shall report based on short 2 page report which includes: <ul style="list-style-type: none"> - Progress of the work against set objectives - Explanation of deviation from work-plan - Recommendation to address delays/challenges - In an annex provide “mock ups” of website development and other relevant information (challenges/issues)
Location of work	Sustainable Development and Climate Planning Project UNDP/MPI 2 nd Floor 16 Ngo Tat To Hanoi
Expected duration of work	Within three months
Target start date	15 March 2013
Latest completion date	15 June 2013
Special Security	<input type="checkbox"/> Security Clearance from UN prior to travelling

Requirements	<input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others N/A														
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others <i>[pls. specify]</i>														
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required														
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required														
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Vietnam Dong														
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes														
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.														
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted <i>[pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</i>														
Payment Terms	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Percentage</th> <th>Timing</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td>UNDP/Project acceptance of detailed work-plan for both assignments and delivering of a mock up,</td> <td>20% of lumpsum offer for website construction</td> <td>Within two weeks after contract signing</td> <td rowspan="2">Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the</td> </tr> <tr> <td>Upon the website delivery and acceptance of the website by MPI and UNDP</td> <td>60% of lumpsum offer for website</td> <td>Within three months after contract</td> </tr> </tbody> </table>				Outputs	Percentage	Timing	Condition for Payment Release	UNDP/Project acceptance of detailed work-plan for both assignments and delivering of a mock up,	20% of lumpsum offer for website construction	Within two weeks after contract signing	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the	Upon the website delivery and acceptance of the website by MPI and UNDP	60% of lumpsum offer for website	Within three months after contract
Outputs	Percentage	Timing	Condition for Payment Release												
UNDP/Project acceptance of detailed work-plan for both assignments and delivering of a mock up,	20% of lumpsum offer for website construction	Within two weeks after contract signing	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the												
Upon the website delivery and acceptance of the website by MPI and UNDP	60% of lumpsum offer for website	Within three months after contract													

	<table border="1"> <tr> <td></td> <td>construction</td> <td>signed</td> <td>quality of the outputs; and</td> </tr> <tr> <td>Handover report of website to MPI with acceptance from MPI and UNDP</td> <td>20% of lumpsum offer for website construction and 100% of lumpsum offer for hosting service</td> <td>Upon web handover</td> <td>b) Receipt of invoice from the Service Provider.</td> </tr> </table>		construction	signed	quality of the outputs; and	Handover report of website to MPI with acceptance from MPI and UNDP	20% of lumpsum offer for website construction and 100% of lumpsum offer for hosting service	Upon web handover	b) Receipt of invoice from the Service Provider.				
	construction	signed	quality of the outputs; and										
Handover report of website to MPI with acceptance from MPI and UNDP	20% of lumpsum offer for website construction and 100% of lumpsum offer for hosting service	Upon web handover	b) Receipt of invoice from the Service Provider.										
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Technical Specialist SD and CP project												
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Institutional Contract <input type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <i>(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)</i> <input type="checkbox"/> Other Type of Contract <i>[pls. specify]</i>												
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions(GTC). This is a mandatory 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.												
Criteria for the Assessment of Proposal	<p>Technical Proposal (70%)</p> <input checked="" type="checkbox"/> Expertise of the Firm <i>[indicate percentage]</i> <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan <i>[indicate percentage]</i> <input type="checkbox"/> Management Structure and Qualification of Key Personnel <i>[indicate percentage]</i> <p>Technical Proposal will be evaluated against the following criteria</p> <table border="1"> <thead> <tr> <th></th> <th>Qualifications</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td></td> <td>Expertise of firm / organisation</td> <td></td> </tr> <tr> <td>1</td> <td>Experience of developing innovative multimedia products, web-sites or software products</td> <td>100</td> </tr> <tr> <td>2</td> <td>Demonstrated experience in managing Drupal systems, especially on issues related to content management systems (CMSs)</td> <td>150</td> </tr> </tbody> </table>		Qualifications	Score		Expertise of firm / organisation		1	Experience of developing innovative multimedia products, web-sites or software products	100	2	Demonstrated experience in managing Drupal systems, especially on issues related to content management systems (CMSs)	150
	Qualifications	Score											
	Expertise of firm / organisation												
1	Experience of developing innovative multimedia products, web-sites or software products	100											
2	Demonstrated experience in managing Drupal systems, especially on issues related to content management systems (CMSs)	150											

	3	Experience in developing web-based analytic tools for data manipulation and knowledge management.	100
	4	Familiarity with UN agencies/World Bank group and experience in the field of environment and energy are desirable	50
	5	At least two examples of similar service in company's portfolio through provisions of Mock-Ups and links to these sites (with contract copy)	150
	6	References from 02 recent clients for whom the vendor delivered services comparable with the specifications listed above (contacts provided)	50
	Proposed Work Plan and Approach		
	1	Understanding of the objectives of the assignment	150
	2	Proposed structure, layout and functions of the website meet TOR requirement	250
		Total	1000
	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:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors : <i>[Clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Service Providers]</i>		
Annexes to this RFP¹	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ² <input checked="" type="checkbox"/> Detailed TOR <i>[optional if this form has been accomplished comprehensively]</i> <input type="checkbox"/> Others ³ <i>[pls. specify]</i>		
Contact Person for Inquiries (Written inquiries only)⁴	<i>Le Tuyet Sinh (Ms.)-Procurement Unit</i> <i>UNDP Vietnam</i> <i>Email: le.tuyet.sinh@undp.org</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.		

¹ Where the information is available in the web, a URL for the information may simply be provided.

² Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

³ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

⁴ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁵*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁶)*

[insert: Location].

[insert: Date]

To: Procurement Unit, UNDP

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 2/20/2013, 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:*
1. *The nature of business in relation to the assignment,*
 2. *Experiences of developing innovative multimedia products, web-sites or software products,*
 3. *Experiences with the management of Drupal systems, especially on issues related to content management systems (CMSs),*
 4. *Experience in developing web-based analytic tools for data manipulation and knowledge management,*
 5. *Familiarity with UN agencies/World Bank group and experience in the field of environment and energy are desirable*
 6. *At least two examples of similar service*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Good reference from two recent clients for whom the vendor delivered services comparable with the specifications listed above (contacts provided)*

B. Proposed Methodology for the Completion of Services

The Service Provider must:

- *Propose the structure, layout and functions of the website*
- *List of Soft-wares required for the website*

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

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

C. **Qualifications of Key Personnel:**

Not appropriate for this procurement

D. **Cost Breakdown per Deliverable***

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Website construction		
2	One year of hosting services		
	Total		

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

[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.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of 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:

- 13.2.2.1a** 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, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs 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.

18.2 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.

Climate Finance Options Platform – Viet Nam

Terms of Reference for Website Construction and Web Hosting/IT Vendor

Title:	Website Construction and Webhosting Climate Finance Options Framework
Duty Station:	Hanoi-Vietnam
Duration and timing:	three month contract with webhosting fee for one year
Starting date:	15 March 2013
Project ID and title:	UNDP/MPI - “Sustainable Development and Climate Planning” project – ID: 00057013/ UNDP APRC- regional Support
Reporting:	Reports to the Climate Change Consultant ant SD and CP project Manager (for Operational Matters)

1) Background

MPI, supported by UNDP and the World Bank, is in the process of developing a Climate Finance Options Framework for Vietnam. The CFO-VN is based on and derived of the global climate finance options network which is a joint UNDP/WB initiative. The CFO approach has proven to increase access to climate change and makes the access and utilization of climate finance more accessible (See for more information: <http://www.climatefinanceoptions.org/cfo/index.php>).

The CFO-VN is anticipated to play a leading role in enhancing access to climate finance by the Government and Non Governmental entities in Vietnam. From the MPI, the CFO-VN is anticipated to enable the country to accelerate the implementation of its green growth – and climate smart policy commitments. This demands that information is easy assessable and that the CFO-VN provides capacity building opportunities for stakeholders.

The CFO VN framework will have to be developed based on the global CFO and input and guidance by MPI and relevant stakeholders, in particular the MPI Led Climate Finance Task Force. Thus, the development requires that a team will have to be mobilized which includes an IT firm for web design and hosting, a translator and a a climate change consultant which is responsible for content. The team will jointly develop the platform under guidance of the MPI/UNDP SD and CP project and with technical input from the Climate Finance Task Force.

From the above, it is clear that one of the key aspects of the work will be f the development of the website will be the construction of the actual IT infrastructure. To implement the ask, MPI with support of UNDP is seeking the interest of qualified vendors. The Winning bidder will assist in developing a compatible web-based knowledge platform which will share best practices as well as provide information to governments, particularly in providing content, while reaching out to users for support through their available tools and instruments. Such a website is envisioned as a comprehensive one-stop-shop for climate finance information and contacts throughout Viet Nam. The platform has to be fully integrated with MPI’s systems and be able to run as integral part of the MPI website and related IT infrastructure.

2) Objective

The objective of the assignment is to:

Design and construct the Vietnam Climate Finance Options Website and provide webhosting for one year after which this is handed over completely updated and fully operational to the MPI- IT centre.

3) Scope of work

The contract involves the delivery of a set of two related services:

- The construction of a website for which content shall be supplied by UNDP
- Hosting and maintenance of the website which includes posting of information based on approval of the UNDP appointed webmaster.

Construction of the website

This contract will focus on the construction of a website platform and the temporary web hosting of the platform so that authorized administrators can access the platform from anywhere. After its establishment and launching the website will have to be linked and managed by the MPI IT service provider.

The construction of the website will require the vendor to deliver the following:

- 1 Dedicated CPU Core· 3 GB memory and 50 GB disk space
- RedHat Enterprise Linux operating system 5.X
- MySQL database 5.0.X
- PHP 5.3.x
- Patching of operating system as needed
- Drupal Maintenance including but not limited to core and contributed security updates, project management site, subversion code repository, staging a development server and same day response time on development requests
- SLA 99.7 % Uptime
- 200 GB monthly transfer
- Send mail via SMTP
- 24 x 7 on site support
- Nightly revision off-site backup, 50 GB storage
- 1 shared IP address
- Obtain all software licenses for the contract period and ensure that licenses are made available to MPI by the end of the contract

The Vendor shall further:

- Propose options for design of website (including layout) based on functional specifications prepared by the Climate Finance Consultant in consultation with Climate Finance Task Force, and build website following technical directions of Climate Finance Consultant and the MPI IT office;
- Assist team members with platform access, content management system problems, and other related issues;
- Work with team to expand website user community;
- Help team develop new windows according to user demand and platform;
- Perform platform troubleshooting as needed;
- Train MPI staff in maintaining and updating the website to ensure smooth operations after launching.

The proposed knowledge product will be largely based on the global CFO site developed by UNDP and the World Bank and located at www.climatefinanceoptions.org. As such, this Viet Nam specific portal should seamlessly link to the CFO site and the MPI website, and vice-versa. While a large contingent of information already on the CFO site will be translated into Vietnamese for posting on the new platform, it should be noted wherever possible that more (English-language) information is available at the “global” or “parent” site.

This demands that the new site will mirror the operating windows of the CFO and will be divided into similar topical areas:

1. **Funding Sources:** Up-to-date profiles of climate finance providers with significant details (application procedures, eligibility guidelines, etc.)
2. **Case Studies:** Real-world examples of Vietnamese entities' sequencing/blending finance streams for project implementation
3. **Knowledge Centre:** Repository for all other climate finance information for Viet Nam, broken down as follows:
 - i. **Library:** Relevant publications (guidebooks, methodologies, policy briefs, white papers, etc.)
 - ii. **Glossary:** Defines terms and explains acronyms for the novice audience
 - iii. **Tools:** Analytical instruments to help users' determine the project and/or financial feasibility of potential climate interventions
 - iv. **Links:** Other helpful websites/organizations that may be of use of platform audience
4. **User Community:** An online space where site users will be able to interact, even if it is something as simple as a message board. Collaboration and communication is essential to spreading best practices and building database of enabling policy environments.

The intellectual property rights over the Climate Finance Options network materials and website remain for the period of the contract with UNDP

Hosting of the website

Beyond the initial construction of the Viet Nam-specific platform, it is expected that platform maintenance, development and troubleshooting duties to be performed by the vendor within three months, and fee for webhosting for one year.

The contractor ensures that the IT infrastructure is handed over properly to the MPI IT center, who from then onwards will be responsible for maintenance.

The handover process should include at least the following:

- Installing the actual IT infrastructure on the MPI server
- Ensure that licenses are in place and MPI staff is informed on their validity
- Train MPI staff in maintenance of the software
- A written report of the handover process with written recommendation to ensure proper maintenance.

Bidders must have adequate server capacity to accommodate site needs and allow for sufficient future growth during the handover period as a rapid increase in content is anticipated. Proposers must demonstrate adequate internet bandwidth transfer capacity and redundant internet backbone capability to allow ease of internet traffic to the Site. Proposers must document their downtime performance, technical support complaint history and demonstrate their internet traffic throughput speed.

4) Duration of assignment

The contracting entity will provide webhosting for one year and for the web construction within three months, with transfer to contracting entity servers or to an identified technology partner.

5) Final Product

The final product is

- A website with the necessary IT Infrastructure and licenses is installed and operational at the MPI IT service centers and is running on the MPI server and meeting the above stated requirements
- 4 people are trained in maintaining and updating the site.
- The delivery of webhosting services for a one year period

6) Provision of Monitoring and Progress Control

The consultant is required to regularly report on a monthly basis to SD and CP Technical Specialist and SD and CP Project Manager who are acting as the “Progress Monitor”. Moreover, contributions to the final report will be used to assess the progress of the work

7) Degree of expertise and qualifications

The following experiences and qualifications are required

- Experience of developing innovative multimedia products, web-sites or software products (it is required to present concrete example of the products).
- Familiarity with UN agencies/World Bank group and experience in the field of environment and energy are desirable.
- Demonstrated experience in managing Drupal systems, especially on issues related to content management systems (CMSs).
- Experience in developing web-based analytic tools for data manipulation and knowledge management.
- At least two examples of similar service in company’s portfolio.
- Ability to communicate effectively in written and spoken English.
- Contacts of three recent clients for whom the vendor delivered services comparable with the specifications listed above.

8) Admin support and reference documents

The winning firm will have the capacity to host the website at his own premises. During the handover process, the contractor will work in close collaboration with MPI-Information Technology Department. The process will be supported by the SD and CP PMU

Reference documents/websites:

- <http://www.climatefinanceoptions.org/cfo/index.php> (overview of the climate finance options framework)
- Viet Nam green growth strategy
- Relevant information on climate finance options in Vietnam (will be provided on an emerging need basis by the PMU)

9) Review and time required and payment term

The payment and report schedule are as follows:

Outputs	Percentage	Timing	Condition for Payment Release
UNDP/Project acceptance of detailed work-plan for both assignments and delivering of a	20% of lumpsum offer for website construction	Within two weeks after contract signing	Within thirty (30) days from the date of meeting the following

mock up,			conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
Upon the website delivery and acceptance of the website by MPI and UNDP	60% of lumpsum offer for website construction	Within three months after contract signed	
Handover report of website to MPI with acceptance from MPI and UNDP	20% of lumpsum offer for website construction and 100% of lumpsum offer for hosting service	Upon web handover	