



Date: 31 August 2010

Request for Proposal (RFP)
From individual consultants and consulting firms/institutions

Subject: Request for proposal for Independent Review of Joint Programmes under the “Delivering as One” (DaO) Initiative in Vietnam.

Eligible bidders:

- (i) An individual consultant can submit proposal. The consultant may at his/her own discretion engage some team members to work with him/her to deliver the final product. In this case, the consultant will:
- remains fully and solely responsible for and accountable to UNDP for the timeliness and quality of all the outputs delivered.
 - submits a technical proposal reflecting, among others, the CVs of the consultant and his/her selected team members indicating their experience and track records in similar undertakings. The technical proposal must specify work assignment for the Team Leader and each consultant.
 - submits a financial offer with an all inclusive price occurred to deliver the final product(s) with break-down detail cost for each consultants.
- (ii) Consulting firms, institutions can submit proposals (both technical and financial) with CVS of the proposed team.

You are requested to submit proposals in both English and Vietnamese for research “Independent Review of Joint Programmes under the “Delivering as One” (DaO) Initiative in Vietnam”, as per enclosed Terms of Reference (TOR).

2. To enable you to submit a proposal, please find attached the relevant documents:

- Instruction to Offeror..... (Annex I)
- Terms of Reference (TOR)..... (Annex II)
- Special Service Agreement (for individual consultant) with [General Conditions](#) (Annex III)
- Contract for Prof. Service (for consulting firm) with [General Conditions](#)..... (Annex IV)
- [Insurance Coverage Table for SSA](#)..... (Annex V)
- Guidelines for preparing CV (Annex VI)
- Format of financial offer..... (Annex VII)

3. Your offer comprising of technical proposal and financial proposal, **in separate sealed envelopes**, should reach the following address **no later than 17.00 hrs, Hanoi time (UTC/GMT +7 hours), 14 September 2010**

UNDP Viet Nam
Procurement Unit
72 Ly Thuong Kiet, Ha Noi, Viet Nam
Tel. 84 4 3 942 1495 Fax 84 4 3 942 2267
Email: procurement.vn@undp.org (for electronic submission)
Nguyen.thi.hoang.yen@undp.org (for queries)

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

Instructions to Offerors

A. Introduction

1. General

Purpose of RFP

2. Cost of proposal

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

B. Solicitation Documents

3. Contents of solicitation documents

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

4. Clarification of solicitation documents

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

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

Offerors are responsible for checking the UNDP website (www.undp.org.vn) 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 prior to submitting their proposal.

PRE-BID MEETING:

A Pre-bid meeting will be held at 10.00 am, 7 September 2010 at UNDP office if UNDP receive requests from interested potential bidders. Request for pre-bid meeting must be sent to nguyen.thi.hoang.yen@undp.org by 17.00 hrs, Friday 3 September 2010 (Hanoi time). In case a Pre-bid meeting is confirmed, a notification will be posted on UN Vietnam and UNDP Vietnam websites on 6 September 2010 (www.undp.org.vn and www.un.org.vn). Please visit these websites to check this information.

5. Amendments of solicitation documents

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

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

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

C. Preparation of Proposals

6. Language of the proposal

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

7. Documents comprising the proposal

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

8. Proposal form

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

- a) A brief description of past experience on implementing research projects of similar nature to this required research (pls. provide the required information in the below table of at least three projects especially of the consultant). You should also provide any other information that will facilitate our evaluation of your reliability and capacity to meet the TOR requirements

#	Brief description of services provided	Contract value US\$	Contract Duration	Name of client	Country of client	Email address of client
1						
2						
3						

- b) Copy of your maximum 03 publications if any.

c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications, including the number of person-days in each specialization that you consider necessary to carry out all work required. (Maximum 5 pages).

- d) The curriculum vitae of the professional members of the team (Annex VI). Any other information that will facilitate our evaluation of the consultants' reliability and capacity to meet the TOR requirements should be provided. (Maximum 3 pages for each consultant).
- e) Your implementation plan detailing activities and timelines.

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

It is recommended that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should

be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

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

f) Proposed structure of the review report

The proposal should include a proposed outline for the review report including chapter and section headings and a brief description of what is to be covered in each section.

9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract. The Price Schedule must contain a single all inclusive price for all services to be provided in order to satisfactorily complete the tasks required in the TOR (consultancy fees, airfares, travel cost, DSA, terminals, tax, visa, insurance etc) with break-down lump sum amount for each consultant. The price shall include all related tax.

10. Proposal currencies

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

11. Period of validity of proposals

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

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

12. Format and signing of proposals

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

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

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

13. Payment

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

D. Submission of Proposals

14. Sealing and marking of proposals

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

(a) The outer envelope shall be:

- addressed to –

Procurement Unit
UNDP Viet Nam
72 Ly Thuong Kiet, Ha Noi, Viet Nam
Telephone number: (84-4) 3 9421495
Telefax number: (84-4) 3 9422267

- marked with –

Request for proposal for Independent Review of Joint Programmes under the “Delivering as One” (DaO) Initiative in Vietnam.

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

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

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

{Name of company} **RFP for “Independent Review of Joint Programmes under the “Delivering as One” (DaO) Initiative in Vietnam”**

UNDP will acknowledge receipt of proposals within 01 working day after the deadline. Offerors are responsible to contact UNDP to clarify if they do not receive acknowledgment from UNDP. The request for clarification must be within 02 days after deadline.

Maximum size for electronic submission: The maximum size per email that UNDP can receive is 3 MB. Offerors can split proposals into several parts to fit the email size.

15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **14 September 2010, 17.00 hrs, (Ha Noi time)**.

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

16. Late Proposals

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

17. Modification and withdrawal of Proposals

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

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

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

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

E. Opening and Evaluation of Proposals

18. Opening of proposals

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

19. Clarification of proposals

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

20. Preliminary examination

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

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

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

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

21. Evaluation of proposals

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

- a) the approach in responding to the TOR and the detailed work plan (500 points)
- c) the qualifications and competence of the personnel proposed for the assignment for a total (200 points)

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

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 700 points in the evaluation of the technical proposals.

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

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

Maximum 300 points will be given to the lowest offer and the other financial proposals will receive the points inversely proportional to their financial offers.

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

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

TECHNICAL EVALUATION CRITERIA

Evaluation items	Points
1. Personnel	200
2. Technical proposal	500
Total	700

Technical Proposal Evaluation		Points	Company/Other Entity			
Form 1 - Personnel Competencies			A	B	C	D
A. Team Leader		100				
1.1	Knowledge and advisory experience in evaluations and reviews of ODA programmes with different modalities;	35				
1.2	Knowledge of the UN DaO Initiative and UN system and Joint Programmes	35				
1.3	Understanding of programme management; aid effectiveness/ Ha Noi Core Statement as well as ODA management regulations of the government;	30				
B. International Consultant		50				
1.1	Knowledge and advisory experience in evaluations and reviews of ODA programmes with different modalities;	20				
1.2	Knowledge of the UN DaO Initiative and UN system and Joint Programmes	20				
1.3	Understanding of programme management; aid effectiveness/ Ha Noi Core Statement as well as ODA management regulations of the government;	10				
C. National Consultant		50				
1.1	Knowledge and advisory experience in evaluations and reviews of ODA programmes with different modalities;	20				
1.2	Knowledge of the UN DaO Initiative and UN system and Joint Programmes	20				
1.3	Understanding of programme management; aid effectiveness/ Ha Noi Core Statement as well as ODA management regulations of the government;	10				
Total		200				

Technical Proposal Evaluation	Points	Company/Other Entity
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Form 2 - Technical proposal			A	B	C	D
	Proposed methodology					
2.1	Understanding of the objectives of the assignment	100				
2.2	Understanding the difficulties/challenges of the tasks and proposed mitigation and solutions/measures to be adopted	50				
2.3	Approach/methodology for carrying out the task and obtaining the expected outputs; experience and qualification of proposed researchers	150				
2.4	Detailed work plan: Detailed proposed work plan to complete the task including proposed activities with different stakeholders	50				
2.5	Proposed structure of the review report: Proposed outline of the review report in response to the TOR	150				
Total		500				

F. Contract Award

22. Award criteria, award of contract

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

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

An interview with the freelancer or assigned personnel from firms may be held during evaluation process, if deemed necessary.

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

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

24. Signing of the contract

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

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

26. Contract form & payment

- a) An all inclusive (lump-sum) Special Service Agreement (SSA) (Annex III) for each individual consultant will be used if the selected proposal submitted from an individual consultant. Milestone payment for each team member will be released upon certification of the team leader on the work done by the team member. Milestone payment for the team leader will be released upon certification of UNDP on the work done.
- b) Contract for professional service for firm (Annex IV) will be used if the selected proposal submitted from a consulting firm



Annex II

TERMS OF REFERENCE

INDEPENDENT REVIEW OF JOINT PROGRAMMES UNDER “DELIVERING AS ONE (DaO) INITIATIVE’ IN VIETNAM

I. BACKGROUND

The One UN in Vietnam (now officially called Delivering as One – DAO) started in 2006, focusing initially on five pillars of UN reform including the One Plan, One Budget, One Leader, One Set of Management Practices and One Green UN House. UN reform is now being implemented in 8 pilot countries and there have been 8 self starters which implement different “One pillars” of the “Delivering as One” (DaO). On 20 June 2008, 14 UN organizations in Viet Nam signed up to the One Plan.

At the heart of the DaO initiative is the intent and resolve of the UN to achieve a more strategic and more effective contribution to the attainment of national development priorities, under national leadership.

The UN currently has five Joint Programmes (JPs) being implemented in Viet Nam:

- (i) Government - United Nations JP to Fight Highly Pathogenic Avian Influenza (HPAI) (2005-2010);
- (ii) JP on Gender Equality (2009-2012)*;
- (iii) JP on Green production and trade to increase income and employment opportunities for the rural poor (2010-2012)*;
- (iv) JP on Integrated Nutrition and Food Security Strategies for Children and Vulnerable Groups in Viet Nam (2010-2012)*
- (v) JP on Strengthening Capacity in Socio-Economic Development Planning, Implementation and Provision of Basic Social Services in Kon Tum (2007-2010).

The current One Plan will have one transition year of 2011 to ensure that next One Plan is more strategic and better meets the needs and priorities of the country. To ensure this strategic intent is realized in reality, there is a need for effective operational mechanisms and meaningful joint programming. Joint programming refers to a way of working together by different UN agencies and Government agencies¹, not only to existing Joint Programmes¹².

II. PURPOSE AND OBJECTIVES

The *purpose* of the review is to assess the relevance, efficiency, effectiveness and sustainability of implementation and coordination mechanisms and practices under the Joint Programme modality. The findings of the review will be used to inform decision-makers in the UN about how to enhance the effectiveness of these mechanisms and practices under the next UN One Plan 2012-2016.

Specific objectives are to:

* Under the MDG-Fund.

¹ *Joint programming* is the collective effort through which the UN organizations and national partners work together to prepare, implement, monitor and evaluate the activities aimed at effectively and efficiently achieving the Millennium Development Goals (MDGs) and other international commitments arising from UN conferences, summits, conventions and human rights instruments. Through joint programming, common results and the modalities for supporting programme implementation are identified (UNDG Guidance Note on Joint Programming 2003)

² *Joint programmes* are defined as (i) a set of activities contained in a common work plan and related budget; (ii) involving two or more UN organizations and sub-national partners; (iii) in a joint programme document, which details roles and responsibilities of partners in coordinating and managing the joint activities; and (iv) where the joint programme document should also be signed by all participating organizations and sub-national partners. (UNDG 2003)

- (i) Analyse differences in the operation of the different Joint Programmes and assess the extent to which different operational approaches have contributed to greater efficiency, effectiveness, coherence and enhanced synergies between UN agencies and national implementing partners.
- (ii) Assess good practices and approaches, as well as lessons learned, and analyse risks and challenges that impede synergies and joint working arrangements.
- (iii) Provide recommendations on how to further develop joint programming to ensure that in the Next One Plan, the strategic intent of DaO can be realized. Recommendations should be made for realistic and achievable adjustments and should identify how the UN and national implementing partners should work together as well as how Government agencies can best facilitate the joint work of the UN and Government.

III. SCOPE OF WORK

The review will focus on the following dimensions of implementation and coordination mechanisms and practices under the Joint Programme modality:

- (i) Design phase – including needs and capacity assessments, development of the DPO etc.
- (ii) Implementation – including elements such as work planning, recruitment, procurement, training, financial management and administration, reporting and decision-making processes.
- (iii) Monitoring and evaluation; and
- (iv) Coordination across all the above elements.

As each Joint Programme will have its own independent mid-term and final evaluation, the review will not focus on programmatic impact, but rather on the operational aspects of Joint Programme implementation and coordination.

IV. DURATION OF ASSIGNMENT, DUTY STATION AND EXPECTED PLACES OF TRAVEL:

The assignment is expected to last for up to three months in Ha Noi, with possible travel to selected provinces.

V. KEY QUESTIONS FOR THE REVIEW

Key questions for the review are as follows:

1. What are the key features of the different ways of operating of the different Joint Programmes? For example, this might include:
 - a. What are the different ways of working/ways of doing business under each Joint Programme including the implementation and coordination mechanisms and practices outlined above (design, implementation, monitoring and evaluation and coordination)?
 - b. To what extent are these different implementation and coordination mechanisms and practices considered relevant, effective, efficient and sustainable by national implementing partners and the UN?
2. What are the main lessons learned from the different Joint Programme approaches, including good practices and potential risks and challenges? For example, this might include:
 - a. To what extent have the different Joint Programmes enabled greater harmonization among UN agencies and Government agencies, as well as between UN agencies and the Government agencies?
 - b. To what extent have the different Joint Programmes supported strengthened cooperation and coordination among local implementing agencies, including within different sectors from province to district/commune level as well as coordination among central ministries and agencies?
 - c. To what extent have the different Joint Programmes enabled the UN to work more efficiently and effectively in partnership with government agencies and the donor community?
3. Taking into account Viet Nam's rules and regulations for ODA, UN HQ and country level rules and regulations, and progress under the different pillars of UN reform, what are the key recommendations that will:

- a. Enable the UN and national implementing partners to further refine, design and develop joint programming to ensure that in the Next One Plan, the strategic intent of DAO can be realized?
- b. Ensure that, in terms of operational issues, joint programming runs smoothly and effectively?

VI. KEY TASKS

The consulting team will be responsible for conducting the following activities:

1. Propose a detailed work plan and methodology to conduct the review including guidelines for in-depth interviews, focus group discussions, and desk review. The methodology should also outline the standards the review will adhere to; ie consultative, transparent review process, ensuring triangulation of data, adhering to evaluation norms and standards, etc.
2. Collect relevant documentation in relation to the JPs under the three modalities with the support of MPI and the UN.
3. Conduct a desk review of relevant JP documents including existing reviews and evaluations, on the One UN context (One Plan etc), key related programme documents, annual and quarterly work plans, progress reports, annual review reports, key briefing notes and minutes.
4. Conduct in-depth interviews with key informants at central level (GACA, line ministries, the UN, and relevant donors directly engaged in the JPs)
5. Conduct a field trip to the local level (to be determined following the desk review, for example in Kon Tum or other provinces) to analyse the situation on the ground and collect data at the local level.
6. Participate and present the findings of the first draft report at a workshop for GACA/ line ministries/ UN.
7. Finalize the report to share with GACA, the UN and other JP co-implementing partners.

VII. FINAL PRODUCT

The expected final product of this review is a review report on the topic concerned in both English and Vietnamese

VIII. PROVISION OF MONITORING AND PROGRESS CONTROLS

The consulting team will directly report to a small working group comprising representatives from the MPI and UN. MPI and the UN will provide support in identifying key informants, providing advice on possible field trip locations, providing key documents for the review, and arranging the workshop for presentation of the first draft of the report. The consultants are expected to work independently and to make arrangements for travel, logistics, and administration, including scheduling of all interviews, group discussions etc.

The review is expected to commence in late August 2010. The first draft of the review should be presented to GACA/ line ministries and the UN on 15th October. The consulting team will consist of two national consultants and one international consultant. The duration of the assignment is for two months, and includes up to 45 working days for the Team Leader, 35 working days for the national consultant and up to 25 working days for the international consultant. The work should be completed by 5th November.

Deliverables	Timeline
Selected consultants start working	23 September 2010
Inception report: (5 pages) which includes the review methodology, detailed work plan and structure of the review report, together with draft interview/focus group/desk review guides (as annexes).	30 September 2010
Desk review/consultations/interviews/field trip/s	31 September – 5 November 2010
First draft of report for workshop	5 November 2010
Second draft for Government/ UN to comment	15 November 2010
Final Report in both English and Vietnamese	30 November 2010

IX. REQUIRED EXPERTISE AND QUALIFICATIONS

The Review Team will consist of 2 national consultants and 1 international consultant: one Team Leader (national consultant), one technical adviser (international consultant) and one national consultant. Under the overall supervision of the MPI and UN working group, the consulting team will conduct an independent review and develop independent recommendations.

Qualification requirements for the team leader:

- Higher education (a degree) in economics, business administration or any other social sciences;
- Extensive experience in conducting evaluations and reviews of ODA programmes in different modalities;
- Strong working knowledge of the UN DaO Initiative and UN system and Joint Programmes is an asset
- Good understanding of programme management review and the role of the UN, government and donors and good understanding of the Ha Noi Core Statement as well as ODA management regulations of the government;
- Extensive experience in working with the donors and government;
- Demonstrated strong analytical, communication and report writing skills;
- Knowledge of Vietnam's socio-economic development context, especially at local levels and working experience in Vietnam.
- Capacity to lead the team
- Fluency in written and spoken English.
- Experience in programme management and administration practices of the UN would be an advantage.

The Review Team Leader will have overall responsibility for the quality and timely submission of the final review report to MPI and the UN. Specifically, the team leader will perform the following tasks:

- Lead and manage the review process;
- Design the detailed methodology and approach;
- Ensure efficient division of tasks between the team members;
- Conduct the review in accordance with the proposed purpose, objectives and scope of the review;
- Draft the review report with assistance from the international consultant;
- Develop the final review report in both Vietnamese and English and submit it to MPI and the UN.

Qualification requirements for the team member:

- University degree in economics, business administration, social sciences or any other relevant discipline;
- Extensive experience in conducting evaluations and reviews of the ODA programmes in different modalities
- Good understanding of programme management review and the role of the UN, government and donors and good understanding of the Ha Noi Core Statement as well as ODA management regulations of the government;
- Extensive experience in working with donors and government;
- Demonstrated strong analytical, communication and report writing skills;
- Knowledge of Vietnam's socio-economic development context, especially at local levels and working experience in Vietnam.
- Fluency in written and spoken English.
- Experience in programme management and administration practices of the UN would be an advantage.

Qualification requirements for the International Consultant

- University degree in economics, business administration, social sciences or any other relevant discipline;
- Extensive experience in conducting evaluations and reviews of ODA programmes in different modalities;

- Strong working knowledge of the UN DaO Initiative and UN system and Joint Programmes is an asset;
- Good understanding of programme management review and the role of the UN, government and donors;
- Extensive experience in working with donors and government;
- Demonstrated strong analytical, communication and report writing skills;
- Fluency in written and spoken English.

X. PAYMENT TERM

- 20% of total contract value will be paid to the contractor upon receipt and satisfactory acceptance by UNDP of the Inception report
- 25% of total contract value will be paid to the contractor upon receipt and satisfactory acceptance by UNDP of the First Draft of the Report
- 25% of total contract value will be paid to the contractor upon receipt and satisfactory acceptance by UNDP of the of the Second Draft of the Report
- 30% of total contract value will be paid to the contractor upon receipt and satisfactory acceptance by UNDP of the Final Report in English and Vietnamese.

Note: The same milestone payment will be made to each consultant if a group of consultants is selected.

XI. ADMIN SUPPORT AND REFERENCE DOCUMENTS

The consultants are expected to work independently under the management and direction of the Team Leader, including making all arrangements for consultation meetings and interviews, and arranging accommodation and travel. UNRCO and MPI will provide limited facilitation support, for example to identify key informants, and to arrange the consultation workshop for discussion of the first draft report. UNDP will provide support to the selected international consultant for visa arrangements if required.

Key reference documents are available on the UN Viet Nam website, as follows:

Information on UN-GoV Joint Programmes (note that the HIV Joint Programme which is also listed here is an example of joint programming):

http://www.un.org.vn/index.php?option=com_content&view=category&layout=blog&id=127&Itemid=208&lang=en

Information on the One UN Initiative in Viet Nam can also be found on this site at:

http://www.un.org.vn/index.php?option=com_content&view=section&layout=blog&id=7&Itemid=265&lang=en



Annex III

UNITED NATIONS DEVELOPMENT PROGRAMME Special Service Agreement for individual consultant (Team Leader)

No _____

MEMORANDUM OF AGREEMENT MADE THIS ____ day of ____ 20__ between the United Nations Development Programme (hereinafter referred to as "UNDP") and _____ (hereinafter referred to as "the Individual contractor") whose address is _____

WHEREAS UNDP desires to engage the services of the Individual contractor on the terms and conditions hereinafter set forth, and: WHEREAS the Individual contractor is ready and willing to accept this engagement of services with UNDP on the said terms and conditions,

NOW, THEREFORE, the Parties hereby agree as follows:

1. Nature of services

The Individual contractor shall perform the following services as described in the Terms of Reference attached hereto as (*Annex I*) and its proposal dated (Annex II)

2. Duration of Agreement

This Agreement shall commence on the ____ day of _____ 20__, and shall expire upon satisfactory completion of the services described in the TOR, but not later than the ____ day of _____ 20__, unless sooner terminated in accordance with the terms of this Agreement. This Agreement is subject to the [General Conditions for SSA](#) (*Annex II*).

3. Consideration

The total sum of _____ (including all other costs for daily fees, airfares, DSA, terminals, visa, medical expenses, taxes as listed in the contractor's proposal) will be paid to the consultant (freelancer) or the consultancy firm as per the following milestones:

- First payment of 20% of the total contract value will be paid upon receipt and satisfactory acceptance by UNDP of the Inception report
- Second payment of 25% of total contract value will be paid to the contractor upon:
 - i. Receipt and satisfactory acceptance by UNDP of the First Draft of the Report
 - ii. Certification of payment to be made by UNDP
- Third payment of 25% of total contract value will be paid to the contractor upon:
 - i. receipt and satisfactory acceptance by UNDP of the of the Second Draft of the Report
 - ii. Certification of payment to be made by UNDP
- Last payment of 30% of total contract value will be paid to the contractor upon:
 - i. Receipt and satisfactory acceptance by UNDP of the Final Report in English and Vietnamese
 - ii. Certification of payment to be made by UNDP

Where two currencies are involved, the rate of exchange shall be the United Nations Operational Rate of Exchange on the day the UNDP instructs its bank to effect the payment(s).

4. Rights and Obligations of the Individual contractor

The rights and obligations of the Individual contractor are strictly limited to the terms and conditions of this Agreement, including its Annexes. Accordingly, the Individual contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, as expressly provided in this Agreement. The Individual contractor shall be solely liable for claims by third parties arising from the Individual contractor's own negligent acts or omissions in the course of performing this Agreement, and under no circumstances shall UNDP be held liable for such claims by third parties.

(DELETE IF NATIONAL CONSULTANT IS REQUIRED)

5. Beneficiary

The Individual contractor selects _____ as beneficiary of any amounts owed under this Agreement in the event of death of the Individual contractor while performing services hereunder as per the SSA insurance coverage table (Annex IV)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

By signing below, I, the Individual contractor acknowledge and agree that I have read and accept the terms of this Agreement, including the General Conditions for SSA which form an integral part of this Agreement, and that I have been provided with a copy of, have read and understood, and agree to abide by the standards of conduct set forth in the Secretary-General's bulletins ST/SGB/2003/13 of 9 October 2003, entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse" and ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission".

AUTHORIZING OFFICER:
United Nations Development Programme

DATE

SUBSCRIBER:

DATE

UNITED NATIONS DEVELOPMENT PROGRAMME
Special Service Agreement for individual consultant (Team member)

No _____

MEMORANDUM OF AGREEMENT MADE THIS ____ day of ____ 20__ between the United Nations Development Programme (hereinafter referred to as "UNDP") and _____ (hereinafter referred to as "the Individual contractor") whose address is _____

WHEREAS UNDP desires to engage the services of the Individual contractor on the terms and conditions hereinafter set forth, and;
WHEREAS the Individual contractor is ready and willing to accept this engagement of services with UNDP on the said terms and conditions,
NOW, THEREFORE, the Parties hereby agree as follows:

6. Nature of services

The Individual contractor shall perform the following services as described in the Terms of Reference attached hereto as (*Annex I*) and its proposal dated (Annex II)

7. Duration of Agreement

This Agreement shall commence on the ____ day of _____ 20__, and shall expire upon satisfactory completion of the services described in the TOR, but not later than the ____ day of _____ 20__, unless sooner terminated in accordance with the terms of this Agreement. This Agreement is subject to the [General Conditions for SSA](#) (*Annex II*).

8. Consideration

The total sum of _____ (including all other costs for daily fees, airfares, DSA, terminals, visa, medical expenses, taxes as listed in the contractor's proposal) will be paid to the consultant (freelancer) or the consultancy firm as per the following milestones:

- First payment of 20% of the total contract value will be paid upon receipt and satisfactory acceptance by UNDP of the Inception report
- Second payment of 25% of total contract value will be paid to the contractor upon:
 - i. Receipt and satisfactory acceptance by UNDP of the First Draft of the Report
 - ii. **Certification of payment to be made by the Team Leader**
- Third payment of 25% of total contract value will be paid to the contractor upon:
 - iii. receipt and satisfactory acceptance by UNDP of the of the Second Draft of the Report
 - iv. **Certification of payment to be made by the Team Leader**
- Last payment of 30% of total contract value will be paid to the contractor upon:
 - iii. Receipt and satisfactory acceptance by UNDP of the Final Report in English and Vietnamese
 - iv. **Certification of payment to be made by the Team Leader**

Where two currencies are involved, the rate of exchange shall be the United Nations Operational Rate of Exchange on the day the UNDP instructs its bank to effect the payment(s).

9. Rights and Obligations of the Individual contractor

The rights and obligations of the Individual contractor are strictly limited to the terms and conditions of this Agreement, including its Annexes. Accordingly, the Individual contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, as expressly provided in this Agreement. The Individual contractor shall be solely liable for claims by third parties arising from the Individual contractor's own negligent acts or omissions in the course of performing this Agreement, and under no circumstances shall UNDP be held liable for such claims by third parties.

(DELETE IF NATIONAL CONSULTANT IS REQUIRED)

10. Beneficiary

The Individual contractor selects _____ as beneficiary of any amounts owed under this Agreement in the event of death of the Individual contractor while performing services hereunder as per the SSA insurance coverage table (Annex IV)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

By signing below, I, the Individual contractor acknowledge and agree that I have read and accept the terms of this Agreement, including the General Conditions for SSA which form an integral part of this Agreement, and that I have been provided with a copy of, have read and understood, and agree to abide by the standards of conduct set forth in the Secretary-General's bulletins ST/SGB/2003/13 of 9 October 2003, entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse" and ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission".

AUTHORIZING OFFICER: _____ DATE _____
United Nations Development Programme

SUBSCRIBER: _____ DATE _____

Annex IV



**Model Contract for Professional Consulting Services
between UNDP and a Company or other entity³
(for consultancy firm)**

Date _____

Dear Sir/Madam,

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

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

1. Contract Documents

- 1.1 This Contract is subject to the [UNDP General Conditions for Professional Services](#) attached hereto as Annex 5. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) this letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as Annex 2;
 - c) the Contractor's technical proposal [ref....., dated], as clarified by the agreed minutes of the negotiation meeting⁴[dated.....], both documents not attached hereto but known to and in the possession of both parties.

³ This model contract is intended for services (studies, consultancies by firms, etc) to be obtained from companies as well as from NGOs, Universities, etc. It is not to be used for procuring goods or works. Any substantial deviations to the text should be made in consultation with BOM.

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

2. Obligations of the Contractor

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

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

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

....
....

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

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

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

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

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

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

2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the

⁴ If there are updates to the technical proposal or correspondence exchanged in clarification of certain aspects, reference them too, provided that they are fully acceptable to UNDP. Otherwise, aspects which resolution is pending should be dealt with in this letter itself or in the Terms of Reference, as appropriate.

deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

3. Price and Payment⁵

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ [INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS] including.....%.VAT.

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

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

Invoices shall indicate the milestones achieved and corresponding amount payable.

4. Special conditions⁶

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

4.1.1. The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;

⁵ This version of section 3 is to be used for fixed price contracts. Fixed price contracts should normally be used when it is possible to estimate with reasonable accuracy the costs of the activities which are the subject of the Contract.

⁶ Under this Section, you may propose special clauses in order to adapt the model contract to the specific situation. In this sample clause 4, several clauses of common use are given. If they are not required, they should be deleted. If there are no special conditions, please choose the alternative version of 4 in order to conform to clause 1.1.

(b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

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

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

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

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

5. Submission of invoices

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

.....
.....

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

6. Time and manner of payment

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

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

_____ [NAME OF THE BANK]

_____ [ACCOUNT NUMBER]

_____ [ADDRESS OF THE BANK]

UN exchange rate at the payment date will be applied.

7. Entry into force. Time limits.

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

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

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

8. Modifications

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

9. Notifications

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

For the UNDP:

_____ [INSERT CONTRACT REFERENCE & NUMBER]

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

For the Contractor:

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

Name:
Address:

Telex:	
Fax:	
Cable:	

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

Yours sincerely,

[INSERT NAME AND TITLE]

For [INSERT NAME OF THE COMPANY/ORGANIZATION]

Agreed and Accepted:

Signature _____

Name: _____

Title: _____

Date: _____

Annex V

GUIDELINES FOR PREPARING CV

WE REQUEST THAT YOU USE THE FOLLOWING CHECKLIST WHEN PREPARING YOUR CV:

Limit the CV to 3 pages

NAME (First, Middle Initial, Family Name)

Address:

City, Region/State, Province, Postal Code

Country:

Telephone, Facsimile and other numbers

Internet Address:

Sex, Date of Birth, Nationality, Other Citizenship, Marital Status

Company associated with (if applicable, include company name, contact person and phone number)

SUMMARY OF EXPERTISE

Field(s) of expertise (be as specific as possible)

Particular development competencies-thematic (e.g. Women in Development, NGOs, Privatization, Sustainable Development) or technical (e.g. project design/evaluation)

Credentials/education/training, relevant to the expertise

LANGUAGES

Mother Tongue:

Indicate written and verbal proficiency of your English:

SUMMARY OF RELEVANT WORK EXPERIENCE

Provide an overview of work history in reverse chronological order. Provide dates, your function/title, the area of work and the major accomplishments include honorarium/salary. References (name and contact email address) must be provided for each assignment undertaken by the consultant that UNDP may contact.

UN SYSTEM EXPERIENCE

If applicable, provide details of work done for the UN System including WB. Provide names and email address of UN staff who were your main contacts. Include honorarium/salary.

UNIVERSITY DEGREES

List the degree(s) and major area of study. Indicate the date (in reverse chronological order) and the name of the institution where the degree was obtained.

PUBLICATIONS

Provide total number of Publications and list the titles of 3 major publications (if any)

MISCELLANEOUS

Indicate the minimum and maximum time you would be available for consultancies and any other factors, including impediments or restrictions that should be taken into account in connection with your work with this assignment.

Please ensure the following statement is included in the resume and that it is signed and dated:

I CERTIFY THAT ALL INFORMATION STATED IN THIS RESUME IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I AUTHORIZE UNDP OR ITS AGENT TO VERIFY THE INFORMATION PROVIDED IN THIS RESUME.

(Signature)

