



Socialist Republic
of Vietnam



Request for Proposal (RFP)

Date: 25 August 2008

Dear Sir/Madam,

Subject: RFP for the provision of conducting the **Terminal Evaluation for the “Strengthening Leadership and Multisectoral Collaboration in HIV Prevention and Control in Viet Nam”** programme.

1. You are requested to submit a proposal for conducting the Terminal Evaluation for the “Strengthening Leadership and Multisectoral Collaboration in HIV Prevention and Control in Viet Nam” programme, as per enclosed Terms of Reference (TOR).

2. To enable you to submit a proposal, attached are:

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3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than 01 September 2008, 4 p.m Ha Noi time

UNDP Viet Nam
72 Ly Thuong Kiet, Ha Noi, Viet Nam
Tran Thi Hong
Procurement Associate
Procurement Unit
[Email:tran.thi.hong@undp.org](mailto:tran.thi.hong@undp.org)
Telephone number: (84-4) 9421495
Telefax number: (84-4) 9422267

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

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

Annex I: 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 sent email to nguyen.thanh.van@undp.org confirming their participation in this bidding. Please send your questions on the TORs to tommaso.tabet@undp.org and on procurement requirements to nguyen.thanh.van@undp.org.

5. Amendments of solicitation documents

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

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

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

C. Preparation of Proposals

6. Language of the proposal

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

7. Documents comprising the proposal

The Proposal shall comprise the following components:

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

8. Proposal form

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

(a) Management plan

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

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

(b) Resource plan

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

(c) Proposed methodology

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

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

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

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

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

9. Proposal prices

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

10. Proposal currencies

All prices shall be quoted in US dollars or any convertible currency.

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 -

UNDP Viet Nam
72 Ly Thuong Kiet, Ha Noi, Viet Nam
Tran Thi Hong
Procurement Associate
Procurement Unit
Email: tran.thi.hong@undp.org
Telephone number: (84-4) 9421495
Telefax number: (84-4) 9422267

- marked with –

"RFP: Terminal Evaluation for the "Strengthening Leadership and Multisectoral Collaboration in HIV Prevention and Control in Viet Nam" programme.

(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.

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 4 p.m 21 September 2008 (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.

If submitted electronically, please send the technical and financial proposals as separate documents in pdf format. Proposals should be emailed to nguyen.thanh.van@undp.org with the subject line: {Name of company} RFP: "Services to Terminal Evaluation HIV Leadership Programme".

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)

- the company/organization's general reliability as well as experience and capacity in the specific field of the assignment (200 points)
- the approach in responding to the TOR and the detailed work plan (400 points)
- the qualifications and competence of the personnel proposed for the assignment (400 points)

The personnel will be rated in accordance with:

- their general qualifications
- suitability for the assignment ; and
- their language qualifications and experience in programmes evaluations

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 1000 points in the evaluation of the technical proposals.

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

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 company/organization does not have all the expertise for the assignment, there is no objection to your company/organization associating with another company/organization to enable a full range of expertise to be proposed. However, your company/organization may participate in only one such joint proposal.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise and Capacity of Firm / Organisation submitting proposal	20%	200					
2.	Adequacy of the proposed approach, methodology and workplan responding to the ToR	40%	400					
3.	Personnel competencies and human resource organisation	40%	400					
Total			1000					

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

Form 1: Expertise and Capacity of Firm / Organization submitting Proposal

Form 2: Adequacy of the proposed approach, methodology and workplan responding to the ToR

Form 3: Personnel competencies

Technical Proposal Evaluation Form 1		Points	Company				
			A	B	C	D	E
Expertise and Capacity of Firm / Organisation submitting Proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability)	20					
1.2	Litigation and Arbitration history	10					
1.3	Organisational Capability which is likely to affect implementation (Risks versus access to specialized skills: i.e. subcontracting / partnerships - loose consortium, holding company or one firm, size of the firm / organisation, strength of project coordination and support ...)	20					
1.4	Quality assurance procedures, warranty	10					
1.5	Does the consulting firm have long term and progressive experience in programme / project evaluations focusing on output and outcome levels?	80					
1.6	Does the firm have prior experience in project/programme evaluation in HIV/AIDS prevention and control areas, including strengthening leadership, multisectoral collaboration, HIV mainstreaming and BCC communication?	60					
Total 1		200					

Technical Proposal Evaluation Form 2		Points	Company				
			A	B	C	D	E
Adequacy of the proposed approach, methodology and workplan responding to the ToR							
2.1	To what extent does the Offeror understand the tasks and expected deliverables?	40					
2.2	Does the consulting firm have a sound grasp/knowledge of the scope and limitation of the study survey in relation to the TOR?	80					
2.3	Does the suggested workplan and methodologies sufficiently address the focus, needs, and demands expressed in the ToRs?	160					
2.4	Does the suggested methodology (i) build on existing information, (ii) use participatory approaches?	80					
2.5	Is the presentation clear and is the sequence of activities and the planning logical, practical/realistic and promise efficient delivery of quality of the results?	40					
Total 2		400					

Technical Proposal Evaluation Form 3		Points	Company				
			A	B	C	D	E
Personnel competencies							
3.1	Task Manager (s)						

	Academic qualifications	20						
	Progressive experience in international co-operation field, with UNDP and Government / public authorities	30						
	Experience in conducting programme/project evaluations	60						
	Working knowledge in the field of HIV prevention and control	30						
	Knowledge of the region / Vietnamese political system	30						
	Relevant language qualifications	10						
	<i>Sub total 3.1</i>	180						
3.2	Senior Expert (s)							
	Academic qualifications	10						
	Progressive experience in international co-operation field, with UNDP and Government / public authorities	20						
	Experience in conducting programme/project evaluations	40						
	Working knowledge in the field of HIV prevention and control	40						
	Knowledge of the region / Vietnamese political system	40						
	Relevant language qualifications	10						
	<i>Sub total 3.2</i>	160						
3.3	Junior Expert (s)							
	Academic qualifications	5						
	Progressive experience in international co-operation field, with UNDP and Government / public authorities	0						
	Experience in conducting programme/project evaluations	10						
	Working knowledge in the field of HIV prevention and control	5						
	Knowledge of the region / Vietnamese political system	35						
	Relevant language qualifications	5						
	<i>Sub total 3.3</i>	60						
	Total 3	400						

Please note that points will be given separately for key member of the proposed team. Support staff or staff who do not provide much technical expertise will not be evaluated separately, but will be considered in above evaluation sheet, form 2.

F. Award of Contract

22. Award criteria, award of contract

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

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

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

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

24. Signing of the contract

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

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

Annex II: General Conditions of Contract

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis 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. 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 which may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3. 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. 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. 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. 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. 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. 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 its 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:

- (i) Name UNDP as additional insured;*
- (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;*
- (iii) Provide that 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 UNDP with satisfactory evidence of the insurance required under this Article.

9. 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 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. 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. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. 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 the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 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 which are beyond the control of the Parties.

14.2 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 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 UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, 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.

14.3 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, 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.

15. TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" 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. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

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, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. 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, or relating to 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:** Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. 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. 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 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 UNDP before the payment thereof and 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 UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19. 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. 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. 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. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

Annex III: Term of References

Terminal Evaluation for the Programme: “Strengthening Leadership and Multisectoral Collaboration in HIV Prevention and Control in Viet Nam”

Duty station:	Hanoi, An Giang, Lang Son and Khanh Hoa
Duration of assignment:	From October 1 to November 7, 2008
Supervision:	The sub-contractor will closely work in collaboration with UNDP, the Programme Steering Committee (its key members from Central Party Commission for Popularization and Education, Parliamentary Committee for Social Affairs of the National Assembly) and MPI

A. Background

Based on the lessons learned from the previous projects and fitting in the new legal framework for HIV/AIDS prevention and control, a UNDP/SIDA funded programme entitled “***Strengthening Leadership and Multisectoral Collaboration in HIV Prevention and Control***” (Leadership Programme) has been developed in 2004, launched in 2005 and will come to an end in December 2008.

The Programme had two components/ projects namely: (i) Project 40232 - *Strengthening the Party’s Leadership and Multisectoral Collaboration for the Successful Implementation of the National Strategy for HIV Prevention and Control to 2010* implemented by the Parliamentary Committee for Social Affairs of the National Assembly (PCSA) and (ii) Project 42513 - *“Strengthening the Leadership Role and Multisectoral Cooperation of People-elected Bodies and Government Agencies at Different Levels for the Successful Implementation of the National HIV and AIDS Strategy until 2010 with a vision to 2020*, Implemented by the Central Party Commission for Popularization and Education (CCPE).

The growing demand for development effectiveness is largely based on the realization that producing good “deliverables” is not enough. Efficient or well-managed development projects and outputs will lose their relevance if they do not yield any discernible improvements in development conditions and ultimately in people’s lives. Being a key international development agency, the United Nations Development Programme (UNDP) has been increasing its focus on achievement of clearly stated results.

As the two projects come close to an end, a terminal evaluation is required and will assess how and to which extent the activities implemented and outputs achieved have or have not contributed to the programme outcome. Consequently the contribution to the implementation of HIV related outputs of UNDP’ Country Programme Action Plan 2006 - 2010 as well as the contribution of UNDP in the achievement One Plan 2 that since July 2008 defines the assistance framework for 14 UN Agencies committed in Vietnam.

B. Objective of the evaluation

The main objective of the evaluation is to systematically and coherently assess, review and analyze the achievements (negative and positive, intended and unintended) of the expected outputs of the two projects and their contributions to the outcome as stated in the project

documents (see chapter I thereafter for further details and references).

C. Specific focus of the evaluation

The international or domestic sub-contractor (consulting firm, institute, I-NGO) will be required to carry out an evaluation that focus on project outputs and outcome levels. Specifically, the evaluation should provide elucidations and critical review concerning: (i) Relevance of the programme; (ii) Progress made in achieving the intended outputs and the contribution to the outcome; (iii) Effectiveness of the programme; (iv) Sustainability of the results; and (v) Key lessons learned.

- (i) **Relevance:** at first (a) relevance of the programme achieved outputs / contributions to outcome should be assessed against HIV/AIDS national strategies / HIV issues and priorities in Vietnam. Then (b) the assessment should focus UNDP' role, mandate and comparative advantages in the context of the UN reform, One UN in Vietnam, UNDP global priorities and selected strategies in support of the national response to HIV/AIDS. Specifically (c) how UNDP through the Leadership Programme has complemented the work of the UN system and contributed to the One UN objectives should also be assessed. Finally, (e) assessment on relevance of key strategic implementing partners should be assessed in the frame of UNDP/UN policy dialogue and technical assistance in HIV/AIDS field.
- (ii) **Progress in achieving the intended outputs and the contributions to the outcome:** the assessment should answer the following questions: have the project intended outputs been achieved or are they expected to be achieved? What contributions of project outputs, and how the project outputs have contributed, to the realization/achievement of the outcome? What are the underlying factors beyond Party/National Assembly/UNDP control that have been affecting, and/or will affect in the future, the achievement of the outputs and maximising their contributions to the outcome?
- (iii) **Effectiveness:** evaluation of effectiveness should provide answer to an overall question of "have the project outputs and their contributions to the outcome been effectively produced?" In particular, the evaluation will assess whether (1) the selection key activities; (2) the mobilisation and utilisation of the related inputs; (3) the selection of approach/methodology of programme implementation and (4) its implementation and management structure (through CCPE, PCSA and PSO and respective PMU at central and provincial levels), (5) the choice of co-implementing partners (such as HCMPA and MOH) for key activities and (6) coordination between two projects within a common framework of the program as well as (7) cooperation mechanisms among stakeholders including with UNAIDS, Sida and UNDP have been optimal. Furthermore, (8) assessment on whether the Technical Assistance and Capacity Support collaborations have been successful should be delineated.

Additionally, as part of the evaluation process, partnership arrangements and integration aspects both within projects and to wider technical working group networks should be assessed.

- (iv) **Sustainability:** particular attention should be paid to sustainability issues of the achieved outputs and their contributions to the outcome and provide relevant, realistic and evidenced based recommendations and tentative priorities for action to implementing partners, government and donor agencies and UN/DP to ensure long term sustainability of the project results.
- (v) Identify **key lessons learnt** from the two projects (what worked/what did not work) and recommendations for replication and/or expansion of bests practices in high prevalence provinces as well as suggestions on priorities in the field of "HIV and Leadership" to be promoted in the future.

D. Methodology

Overall guidance on outcome evaluation methodologies is provided in the UNDP Handbook on Monitoring and Evaluation for Results and the UNDP Guidelines for Outcome Evaluators.

Based on these guiding documents and in close consultation with UNDP, Programme Steering Committee (its key members from CCPE, PCSA of the National Assembly, and MPI) the Consultants should develop a suitable methodology plan for this outcome evaluation.

- It is strongly recommended the evaluation methodology to be based on maximal utilization of the existing information of (i) the projects/program monitoring and evaluation, such as projects/program progress reports, minutes of review meetings, evaluations of training workshops, reports of study tours, etc. (ii) the baseline surveys/data, assessments/reviews and evaluations on project supported activities/group of activities such as evaluation of the Directive 52 (conducted before/for the formulation of the projects), the evaluation of the Leadership For Result Programme/Breakthrough Initiatives, the Impact Evaluation of Directive 54, etc. Concretely, during the evaluation, the evaluators are recommended to conduct a thorough desk review of relevant documents (thereafter in section H for an indicative list).
- It is also strongly recommended that the evaluation methodology to be participatory and inclusive. During the evaluation, the evaluators are expected to get information, seek views (could be from individual interviews and/or facilitated focus group discussions using structured or semi-structured interview questionnaires and/or other “participatory” methods/tools) from different stakeholders of the projects/program. The key (as minimum) stakeholders could be: Central and Provincial PMUs, Programme Steering Committee members (including from Government Aid Coordination Agencies), Project Support Office staff, officials (of Central Party Commission for Popularization and Education, Parliamentary Committee for Social Affairs of the National Assembly of Vietnam and co-implementing agencies like Ministry Of Health, Ho Chi Minh National Political Academy as well as other Party and People-elected organizations at local levels) that have been involved in the implementation of the projects/program and/or beneficiaries of the project/program support; members/staff of selected other organizations and selected individuals who are the intended beneficiaries of the project such as people living with HIV and their organizations; UNDP, Sida and UNAIDS as well as the UN Team on HIV.

The methodology should be also to ensure (i) ‘representativeness’ and ‘practicality’ of the evaluation findings and recommendations, (ii) scientific, evidence-based, analysis of the information/evidence/data, and (iii) objectivity and independence of the evaluation.

E. Expected Products/outputs

The evaluation will result in the production of:

1. an evaluation team’s detailed workplan/work schedule and the methodological framework for discussion with/comments from UNDP, MPI and two project directors. The evaluation team’s workplan/schedule will be also used by UNDP and PMUs for providing operational and administration support needed by the team.
2. a draft evaluation report in English (original) and in Vietnamese with (i) an executive summary, (ii) description of the evaluation methodology, (iii) a situation analysis, (iv) findings as described above, recommendations¹, (v) lessons learned, (vi) conclusions, (vii) a

¹ the recommendations should be relevant to the purpose of the evaluation, realistic, evidenced based with clear priorities for actions”

performance rating in regard to both outcome and outputs, (viii) as well as relevant annexes (ToR, field visit reports, interview notes, list of documents reviewed, etc),

3. a presentation of the draft report in a consultation workshop to gather comments/inputs for finalization, and
4. a Final report in soft and hard copies.

F. Eligibility and qualifications for Subcontractor

The subcontractor must meet the following eligibility requirements:

- Be an internationally/regional recognized institution (consulting firm, institute, I/NGO), with sound experience in programme evaluation and output/outcome assessment in HIV and AIDS areas in different developing countries, past/current working experience in Viet Nam in the area of programme/project evaluation an asset²;
- Extensive knowledge of result-based management evaluation, UNDP policies & procedures, as well as participatory monitoring and evaluation methodologies and approaches ;
- Long Term progressive experience in conducting evaluations, strong working knowledge of UNDP, Government / state public authorities in the field of HIV prevention;
- Have an in-depth understanding of the HIV and AIDS epidemic development in Viet Nam and the current policy response at national and local levels preferred;
- Proven research, analytical and management skills. Progressive professional expertise in international development co-operation, HIV prevention, in programme evaluation, impact assessment and sound knowledge in providing key strategic recommendations for continued support/development of programming/strategies.

G. Implementation arrangements

While the evaluation remains fully independent, it will report to UNDP Viet Nam. UNDP Viet Nam office will also serve as the focal point for providing both substantive and logistical support to the evaluation team. In close cooperation and consultation with CCPE, PCSA, and PSO, evaluation team will develop the plan, methodology and scope of the evaluation; identify key interview partners; conduct field visits (if needed); and organize meetings.

The two Central Programme Management Units as well as the three provincial management units in An Giang, Khan Hoa and Lang Son in collaboration with PSO and UNDP Vietnam will facilitate the logistical arrangements for the mission, including translation services for the whole length of the evaluation, support in the organization and planning of field visits, and identification of key partners/beneficiaries for interviews.

H. Timeframe and documents to be provided to the team

The evaluation is planned to take place from October 1 and the final report will made available no later than November 7, 2008.

The following minimal key documents will be provided to the evaluation team:

- [National Strategy HIV](#), [HIV Law](#), [Directive 54](#), [decree 108](#) on HIV law implementation guidelines

² The institution should have not been involved in the design, implementation or monitoring of the projects/ programme to be evaluated”

- evaluation of the Directive 52 (conducted before/for the formulation of the current projects); UNDP HIV/AIDS outcome evaluation report, November 2005
- Project documents ([National Assembly](#), [Party Commission](#)) including annual workplan and annual reports from PMUs,
- [UNDP' CPAP 2006–2010](#), [One Plan 2](#), [UNDAF 2006-2010](#), UNDP Strategic Plan 2008-2011
- Independent assessment of MIS54 indicator system, Independent Evaluation Report on the implementation of Directive 54 in 20 provinces outside project provinces, Leadership for Results / Breakthrough Initiatives (L4R/BI) evaluation report, internal evaluation reports
- HIV/AIDS related policies and resolutions, examples of Provincial People council's Resolutions on HIV and AIDS, Drug Law, domestic violence law related consultative workshop reports, tool kit on advocacy skills, responsibilities for people elected
- Varied summation reports of different implementing agencies (CCPE, PCSA, MOH, HCMNPA, Father land front, provincial CPE, provincial People's Councils of 3 project provinces) study tours follow up reports, BCC plan and guidelines, Hand book on HIV and AIDS for People elected Officials, bulletin on domestic violence prevention, IEC for BCC materials, BCC model/messages on HIV/AIDS reviewed report Baseline survey report on KAP for people elected officials, report/model on multisectoral collaboration & mechanisms on HIV /AIDS prevention, etc.

I. Additional information

One Plan 2 has been signed on July 2008 and builds on the key components of the UN Development Assistance Framework (UNDAF) 2006-2010; on Country Programme documents (CPDs) and Country Programme Action Plans (CPAPs) (2006-2010) previously developed by 14 UN agencies. The evaluation should assess the contribution of the two project to the outcome 1 of One Plan 2 named: *“Social and economic development policies, plans and laws support equitable and inclusive growth and conform to the values and goals of the Millennium Declaration and other relevant international agreements and conventions”*³.

In line with One Plan 2, those projects aims at contributing directly to the achievement of the following UN country programme outputs:

- Stigma and discrimination against PLHIV and people affected by HIV reduced through improved communication work on HIV.
- Improved HIV Coordination and Planning
- Strengthened capacities of national and provincial people's representatives and leaders to ensure that HIV concerns are mainstreamed in policies, legal documents and plans and their implementation is monitored, in order to ensure stigma and discrimination-free, multi-sectoral and gender sensitive approaches to HIV and protection of rights of PLHIV⁴.

³ UNDAF 2006 – 2010 Outcomes 1 and 3 namely: “ Government Economic policies support growth that is more equitable, inclusive sustainable” and “ Policies, law and governance structures conform to the values and goals of the Millennium Declaration”

⁴ Formulation in UNDP 's Country Programme Document (2006-2010) thus in Project Documents slightly differs. The three outputs were formulated as follow:

- the development of a legal framework and policies calling for the implementation of a multisectoral approach, gender sensitivity, and the elimination of stigma and discrimination against people living with HIV/AIDS;
- integration of HIV/AIDS into socio-economic development plans and application of new approaches to HIV/AIDS prevention and control in the pilot provinces; and
- elimination of stigma and discrimination against people living with HIV/AIDS and those affected by HIV/AIDS through strengthening communication efforts and abandoning the „social evils“ mindset once and for all

Projects expected outputs to be evaluated as formulated in project documents are:

For CCPE Project 40232; a) Development and issuance of a new Party Directive to strengthen the area of HIV prevention and control, a renovation of the Party's approach to behaviour change communication as well as information, education and communication messages; b) Strengthening of multisectoral collaboration and effective integration of HIV and AIDS indicators/activities into local socio-economic development plans and programmes, primarily in the project provinces; c) Regular and close supervision of the implementation of Party resolutions and directives, law making projects, socio-economic development plans with HIV prevention and control in order to ensure a successful implementation of the National HIV and AIDS Strategy.

For PCSA Project 42513 : (a) Development and issuance of HIV Law and its guiding document for implementation (b) Amendment/Review of all legal documents in line with the new law on HIV (c) Strengthening of multisectoral collaboration and effective integration/mainstreaming of HIV and AIDS indicators/activities into local socio-economic development plans and programmes.

J. Ethical Code of Conduct for UNDP Evaluations

Evaluations of UNDP-supported activities need to be independent, impartial and rigorous. Each evaluation should clearly contribute to learning and accountability. Hence evaluators must have personal and professional integrity and be guided by propriety in the conduct of their business.

Evaluators: Must present information that is complete and fair in its assessment of strengths and weaknesses so that decisions or actions taken are well founded

Must disclose the full set of evaluation findings along with information on their limitations and have this accessible to all affected by the evaluation with expressed legal rights to receive results.

Should protect the anonymity and confidentiality of individual informants. They should provide maximum notice, minimize demands on time, and: respect people's right not to engage. Evaluators must respect people's right to provide information in confidence, and must ensure that sensitive information cannot be traced to its source. Evaluators are not expected to evaluate individuals, and must balance an evaluation of management functions with this general principle.

Evaluations sometimes uncover evidence of wrongdoing. Such cases must be reported discreetly to the appropriate investigative body. Evaluators should consult with other relevant oversight entities when there is any doubt about if and how issues should be reported.

Should be sensitive to beliefs, manners and customs and act with integrity and honesty in their relations with all stakeholders. In line with the UN Universal Declaration of Human Rights, evaluators must be sensitive to and address issues of discrimination and gender equality. They should avoid offending the dignity and self-respect of those persons with whom they come in contact in the course of the evaluation. Knowing that evaluation might negatively affect the interests of some stakeholders, evaluators should conduct the evaluation and communicate its purpose and results in a way that clearly respects the stakeholders' dignity and self-worth.

Are responsible for their performance and their product(s). They are responsible for the clear, accurate and fair written and/or oral presentation of study limitations, findings and recommendations.

Should reflect sound accounting procedures and be prudent in using the resources of the evaluation.

Annex IV: Proposal Submission Form

Dear Sir / Madam,

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

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

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

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

Dated this day /month _____ of year _____

Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

Annex V: Price Schedule

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

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

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

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

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

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